Case No. 4-3750-18-155

IN THE

Department of Labor of the United States

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ERIK LECKNER,

Complainant and Protected Whistleblower

v.

GENERAL DYNAMICS, INC.

Respondent,

CSRA, INC.

Respondent,

APEX SYSTEMS, INC.

Respondent.

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ERIK LECKNER

(949) 244-6501

SUMMARY

Erik Leckner (Complainant) filed a complaint under Section 806 of the Corporate and Criminal Fraud Accountability Act of 2002, Title VIII of the Sarbanes Oxley Act (SOX), 18 U.S.C.A. § 1514A, a complaint with the Environment Protection Agency (EPA) Office of Inspector General, a complaint with the Securities and Exchange Committee (SEC), a complaint with the Department of Labor for Wages, a complaint with the Department of Labor for Age Discrimination, and complaints with the Department of Justice (DOJ), and complaints with other relevant organizations.

Leckner alleged that his *employer,* Apex Systems, LLC (Respondent or Apex) and the Federal government *contractor*[1], General Dynamics, Inc. (Respondent or General Dynamics), for which work was performed on behalf of the Federal regulatory agency, the EPA, retaliated against Leckner with *multiple* adverse actions from February 2018 to May 29, 2018 in violation of SOX's employee protection provisions after he alerted the Environment Protection Agency (EPA), a Federal Regulatory Agency, to concerns about violations with respect to fraud, abuse, waste, and other illegal, questionable, and prohibited activities of General Dynamics. The retaliation occurred thereafter in human resource records and even in the writings of both Respondents.

Leckner further alleges that Apex retaliated against him from April 16, 2018 to May 29, 2018 and even until present, who tried on April 16, 2018, in writing and recorded phone calls to specifically silence Leckner from further reporting to the EPA, as specified in both the Respondents' Position Statements, or if Kim (Counsel) for CSRA prefers, *counseled* Leckner to no longer report to the EPA and any person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct). According to the SOX Section 806 of 18 U.S. Code § 1514A - Civil action to protect against retaliation in fraud cases:

> (a)Whistleblower Protection for of Publicly Traded Companies.—No company with a class of securities registered under section 12 of the Securities Exchange Act of 1934 (15 U.S.C. 78l), or that is required to file reports under section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(d)) including any subsidiary or affiliate whose financial information is included in the consolidated financial statements of such company, or nationally recognized statistical rating organization (as defined in section 3(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78c),[1] or any officer, employee, contractor, ***subcontractor***, or agent of such company or nationally recognized statistical rating organization, may discharge, demote, suspend, threaten, harass, or in any other manner discriminate against an employee in the terms and conditions of employment because of any lawful act done by the employee to provide information, cause information to be provided, or otherwise assist in an investigation regarding any conduct which the employee reasonably believes constitutes a violation of section 1341, 1343, 1344, or 1348, any rule or regulation of the Securities and Exchange Commission, or any provision of Federal law relating to fraud against shareholders, when the information or assistance is provided to or the investigation is conducted by a Federal regulatory agency or any person

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[1] Leckner worked for Apex Systems, which was directly contracted by General Dynamics, on behalf of the Environmental Protection Agency. Leckner, at all times, performed work directly for General Dynamics.

with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct).

Leckner (Complainant) or was specifically recruited versus having applied, interviewed, and then hired as the Lead Engineer for the EPA's Emergency Management Portal (EMP) system. Leckner is a former Chief Technology Officer for over ten years, a Director of Technical Architecture and Engineering, a Senior Engineering Engineer, a Lead Engineer, an Architect, and a Physicist, for numerous Federal government contractors, numerous high technology companies over his twenty six years, and County government either as a contractor, a full time employee, or via Leckner's own high technology company, I/Metro.

Within the first month of working at CSRA, Leckner noticed particular activities for which CSRA had devised a mechanism to defraud the EPA or obtain money from the United States Environmental Protection Agency by means of false and fraudulent pretenses including:

i) hiding the fact that they would not get the government owned source code repository, valued over $90 million (over $100 million once EPA finishes its calculations of its own FTE for 14 years, and 4 more years of engineering from 2004-2008), yet still billed the EPA;

ii) not clearing known cybersecurity violations of a $266 million dollar contract award which could lead to cybersecurity related damages to the EPA;

iii) hid the fact that they claimed to perform transition work in obtaining certain entities including the entire EPA government owned emergency management portal source code repository yet still billed the EPA for the transition;

iv) intentionally refused to perform transition work during the project phase in obtaining certain entities including the entire EPA government owned source code repository yet still billed the EPA;

v) assigned highly unqualified and miscategorized CSRA staff to certain roles which led to severe month long delays but yet still billed the EPA;

vi) denied and refused certain security accesses which had been authorized by the EPA that were absolutely required yet still billed the EPA;

vii) failed to resolve a failed security server needed for developmental purposes further costing the government even more in damages as the EMP project depended on said server yet still billed the EPA;

viii) failed to support the lead engineer, let alone understand a lead engineer's role and duties even after being informed of said role;

ix) failed to support management at the EPA on certain mission-critical tasks, yet still billed the EPA;

x) performing certain tasks which were otherwise not needed;

xi) restricting access to the development machine that should not have been done but nevertheless did so – knowing that it would further burn federal dollars;

xii) lied to a federal government agency;

xiii) persuaded though trickery to a federal government agency that the source code repository was not needed but was actually needed, which would end up costing the government even more money to perform a code restoration which required certain CSRA and Apex staff to use forensic software to restore code, test, debug, and validate;

xiv) and other mechanisms for which CSRA would obtain money by means of false or fraudulent pretenses.

GENERAL DYNAMICS ACQUISITION OF CSRA IN APRIL 2018

Since the intense retaliation occurred after General Dynamics acquired CSRA, Inc. (Respondent or CSRA) on April 2, 2018 to May 29, 2018, and has continued to the *present*, we must understand that CSRA is a *General Dynamics* Information Technology (*IT*) company. Between Jan 16, 2018 and April 1, 2018, Leckner had worked for CSRA, Inc. before General Dynamics Acquisition– so there is an overlap of company liabilities on this case and the reader and USDOL OSHA should understand that CSRA, Inc. is now for shareholder purposes, a *General Dynamics* IT company. Headquartered in Fairfax, Va., *General Dynamics IT* forms the Information Systems and Technology (IS&T) business *group* of General Dynamics. If one uses an Internet browser and types in www.csra.com, one is directed to www.gdit.com.

THE ELEMENTS OF THE WHISTLEBLOWER VIOLATIONS

A. THE ELEMENTS OF CSRA AND APEX VIOLATIONS.

An illegal retaliation is an adverse action taken against an employee by a covered entity or individual in reprisal for the employee's engagement in protected activity.

i. Protected Activity.

The complainant Leckner was engaged protected activity and was made in good faith and a reasonable person could have raised the same issue. The protected activity pertained to the following: providing information to a government regulatory agency (EPA).

ii. Employer Knowledge.

Campbell (and possibly Page was involved) was aware at times by Leckner and in meetings and had suspected, at other times that the complainant Leckner engaged in protected activity. E.E.O.C. v. Abercrombie and Fitch Stores, Inc.._U.S._, 133 S.Ct. 2028, 2033 (2015) (Title VII) (motive can be based on suspicion); Reich v. Hoy Shoe, Inc., 32 F.3d 361, 368 (8th Cir. 1994) (section 11(c)) (same).

Campbell who made the decision to take the adverse action had knowledge of the protected activity at times and at other times suspected that someone (i.e. Leckner) who provided input to the EPA (i.e. – immediately inquired whether Leckner had spoken to the EPA requiring an order by the EPA to obtain the source code repository after a conference meeting. Campbell could reasonably deduce that the complainant filed a complaint, and is it is formally as inferred knowledge.

iii. Adverse Action.

The complainant suffered numerous and sometimes repeated forms of adverse action initiated by the primary contractor GDIT-CSRA. These adverse actions includes, but are not limited to:

- Discharge (two terminations)
- Demotion
- Discipline and instructed to not escalate to anyone else at CSRA in writing via Apex's Reed although Reed made it clear that Campbell now wanted that – taking away Leckner' right of whistleblowing for ethical reasons only
- Reprimand
- Harassment - unwelcome that involved offensive or derogatory comments, and other verbal conduct.
- Hostile work environment—separate adverse actions occurred over a period of time constituted a hostile work environment which created a work environment that would be intimidating, hostile, and offensive
- Obviously failure to ever hire at General Dynamics companies
- Blacklisted
- Change in duties or responsibilities although Leckner had to be the lead as the other engineer had been on a sabbatical for 4 years and 3 months and was highly mistake-prone
- Denial of overtime of 430 hours for now eight months
- Denial of benefits obviously
- Making a threat of retaliation if reported to the EPA ever again or any other employee at GDIT-CSRA
- Intimidation (emails and skype and calls)
- Constructive discharge—the employer (i.e. Campbell, Childers, Spralding) deliberately created working conditions that were so difficult or unpleasant that a reasonable person in similar circumstances would have felt compelled to resign and hinted to Thomas that Campbell had been doing this without Thomas' knowledge for which Thomas spoke for several minutes stating not to worry about the politics but protect myself and document everything
- Very damaging defamation in these proceedings (emails and skype and calls)

iv. Nexus.

There are certainly reasonable causes to believe that there is a causal link between the protected activity and the adverse actions. That causal link was both: (1) that the adverse action would not have occurred but for the protected activity – see Reed's email; (2) that the protected activity was certainly a contributing factor in the adverse actions; or (3) that the protected activity was a motivating factor in the adverse actions.

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PROHIBITED FORMS OF RETALIATION

The SOX whistleblower-protection provision prohibits a broad range of retaliatory acts, including those which occurred in this case: terminations; demotion; disciplined; defamation; humiliation; suspension; harassment; and any other form of discrimination that might dissuade a reasonable employee from whistleblowing – by stating it as such by both Reed and by Campbell. The final catch-all category includes non-tangible employment actions, such as "outing" a whistleblower in a manner that forces the whistleblower to suffer alienation and isolation from work colleagues. SOX also proscribes a threat to retaliate. Constructive discharge also constitutes an adverse employment action. This occurs where an employer has created "working conditions so intolerable that a reasonable person in the employee's position would feel forced to resign." Leckner clearly communicated this to Thomas in emails and calls, discussing with Thomas on April 17, 2018, that his working conditions were so intolerable that he felt forced to even apply directly with the Environmental Protection Agency in order to work for on the EMP project to avoid further retaliation. In fact, Leckner expressed this to Thomas on April 17, 2018 and others in writing. Leckner also expressed this in writing to Reed and Allen of Apex.

All categories presented above have occurred to this very day in this case, one year to this date that Leckner first observed that GDIT-CSRA was committing fraud, abuse, waste, and other illegal, prohibited, and questionable activities against a federal regulatory agency, the EPA. As we shall soon discover and in part previously presented, CSRA has committed fraud, abuse, waste, and other illegal, prohibited, and questionable activities against the EPA.

BURDEN OF PROOF FOR SOX WHISTLEBLOWERS

Leckner demonstrated that his protected activity was the only contributing factor in the decsion to take adverse actions by Campell and Reed - where Reed and Campbell and maybe even Page

even had disciplined Leckner by stating that he should not whistleblow to the EPA nor any of Campbell's managers, human resources, counsel, in writing – even after Leckner provided evidence to them and the EPA about the fraud, waste, abuse, security violations, and other related illegal, prohibited and questionable activities by Campbell, Page, Childers, Spralding, CSRA NCC and CSRA IT Security.

> "A contributing factor is any factor, which alone or in combination with other factors, tends to affect in any way the outcome of the decision." Klopfenstein v. PCC Flow Techs. Holdings, Inc., ARB No. 04-149, 2006 WL 3246904, at *13 (DOL May 31, 2006)).

RELATED LAWS, INCLUDING FALSE CLAIMS ACT, GSA CONTRACT LAWS AND REGULATIONS, AND SECURITY AND PRIVACY CONTROLS FOR FEDERAL INFORMATION SYSTEMS

This is a brief introduction into several of the laws, security and privacy controls for Federal information systems as it pertains to General Dynamics, CSRA and Apex for : GSA Aliiant task order #: GSQ-0017-AJ-0037 : ITS Infrastructure Support and Application Hosting. There are perhaps even other contracts that the work performed at the EPA involves and will require further investigation by the DOJ and the SEC. Specific laws in particular that have omitted for brevity but will be addressed in legal proceedings is the False Claims Act.

I. NIST SP 800-53 : SECURITY AND PRIVACY CONTROLS FOR FEDERAL INFORMATION SYSTEMS AND ORGANIZATIONS

Author(s) : Joint Task Force Transformation Initiative

This publication provides a catalog of security and privacy controls for federal information systems and organizations and a process for selecting controls to protect organizational operations (including mission, functions, image, and reputation), organizational assets, individuals, other organizations, and the Nation from a diverse set of threats including hostile cyber attacks, natural disasters, structural failures, and human errors (both intentional and unintentional). The security and privacy controls are customizable and implemented as part of an organization-wide process that manages information security and privacy risk. The controls address a diverse set of security and privacy requirements across the federal government and critical infrastructure, derived from legislation, Executive Orders, policies, directives, regulations, standards, and/or mission/business needs. The publication also describes how to develop specialized sets of controls, or overlays, tailored for specific types of missions/business functions, technologies, or environments of operation. Finally, the catalog of security controls addresses security from both a functionality perspective (the strength of security functions and mechanisms provided) and an assurance perspective (the measures of confidence in the implemented security capability). Addressing both security functionality and assurance helps to ensure that information technology component products and the information systems built from those products using sound system and security engineering principles are sufficiently trustworthy.

Had CSRA and Apex not retaliated against Leckner for fulfilling his ethical obligations and adhered to NIST SP 800-53: Security and privacy controls for Federal Information Systems and Organizations, had listened to Leckner's simple request of removing userids on servers that were

not allowed, listened to Leckner on his detected security vulnerabilities and violations and Thomas' after Leckner had reported them, and had they not retaliated against Leckner for reporting it after they refused to make changes even after being instructed to do by the EPA (Thomas) as Leckner as the messenger (via request by the EPA), Leckner would have maintained his savings, maintained his health including both medically and dentally including his upper left side of his teeth due to stress which caused biting and grinding which led to cracked teeth and infections, maintained his relationship with his fiancé and her family, maintained his credit score, maintained his balance on his accounts such as gas & electric, credit card, phone, maintained his home payments, maintained his landscape, maintained his patent applications and inventions worth in the millions to hundreds of millions a year, maintained his fitness, maintained his skills, maintained his job, maintained his career, etc.

II. FEDERAL GENERAL SERVICES ADMINISTRATION ALLIANT

The GSA Alliant Contract includes:

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

https://www.acquisition.gov/far/index.html

https://www.acquisition.gov/gsam/gsam.html

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.202-1	DEFINITIONS	NOV 2013	X	X	X
52.203-3	GRATUITIES	APR 1984	X	X	X
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	X	X	X
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	X	X	
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	X	X	X
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	X	X	X
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	X	X	X
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	X	X	X

A. 48 CFR 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

As in 52.203-13 Contractor Code of Business Ethics and Conduct as part of the GSA Alliant Contract, Federal government contractors and subcontractors, including General Dynamics, CSRA, and Apex shall adhere to a:

(b) Code of business ethics and conduct:

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

The U. S. DOL and DOJ should investigate whether within 30 days after the CSRA contract award, unless the Contracting Officer established a longer time period, CSRA and any subcontractor shall have a written code of business ethics and conduct; and made a copy of the code available to each employee engaged in performance of their GSA Aliiant task order #: GSQ-0017-AJ-0037 : ITS Infrastructure Support and Application Hosting contract. Furthermore, CSRA and Apex shall have exercised due diligence; and otherwise promoted an organizational culture that encouraged ethical conduct and a commitment to compliance with the law.

Had CSRA and Apex provided such said written code, made a copy of the code available and exercised due diligence and promoted an organization culture that encouraged ethical conduct, Leckner would have maintained his savings, maintained his health including both medically and dentally including his upper left side of his teeth due to stress which caused biting and grinding which led to cracked teeth and infections, maintained his relationship with his fiancé and her family, maintained his credit score, maintained his balance on his accounts such as gas & electric, credit card, phone, maintained his home payments, maintained his landscape, maintained his patent applications and inventions worth in the millions to hundreds of millions a year, maintained his fitness, maintained his skills, maintained his job, maintained his career, etc.

52.203-13 Contractor Code of Business Ethics and Conduct.
Contractor Code of Business Ethics and Conduct (OCT 2015)
(a) Definitions. As used in this clause -
Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.
Full cooperation - (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require -

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
(3) Does not restrict a Contractor from -
(i) Conducting an internal investigation; or
(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.
United States means the 50 States, the District of Columbia, and outlying areas.
(b) Code of business ethics and conduct.
(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -
(i) Have a written code of business ethics and conduct;
(ii) Make a copy of the code available to each employee engaged in performance of the contract.
(2) The Contractor shall -
(i) Exercise due diligence to prevent and detect criminal conduct; and
(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
(3)
(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -
(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
(B) A violation of the civil False Claims Act (31 U.S.C. 3729- 3733).
(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
(1) An ongoing business ethics awareness and compliance program.
(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
(2) An internal control system.
(i) The Contractor's internal control system shall -

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
(B) Ensure corrective measures are promptly instituted and carried out.
(ii) At a minimum, the Contractor's internal control system shall provide for the following:
(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -
(1) Monitoring and auditing to detect criminal conduct;
(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729- 3733).
(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
(d) Subcontracts.
(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $ 5.5 million and a performance period of more than 120 days.
(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
[72 FR 65882, Nov. 23, 2007, as amended at 73 FR 67091, Nov. 12, 2008; 75 FR 14066, Mar. 23, 2010; 80 FR 38299, July 2, 2015]

CASES AND AUDITS AGAINST GENERAL DYNAMICS, CSRA, AND CSC

I. CASES AND AUDITS AGAINST GENERAL DYNAMICS

A. EPA'S MANAGEMENT OF CSC CONTRACT ACTIVITIES

In this audit report, the EPA Office of Inspector General (OIG) concluded that their audit did identify fraud, waste, abuse, and illegal CSC contract activities (i.e. personal services), possible cost inefficiencies in contract award and administration, and other situations. The EPA OIG also concluded that there were certain CSC contractor staff who did not meet contract job requirements. The EPA OIG identified at least $13.1 million in questionable CSC contract charges and potential savings resulting from CSC contract activities. *See* "EPA's Management of Computer Science Corporation Contract Activities". Computer Science Corporation became CSRA, which was acquired while Leckner was working on behalf of the EPA OEM EMP project. Please note that Leckner's case (allegedly) far exceeds that of the EPA OIG's identified losses to the EPA.

B. IRS

In this audit report, the Internal Revenue Service Oversight Board concluded that the project's lead contractor CSC for a lost of IT project management and execution no-nos, including and not limited to:

- Distrust and animosity between the IRS and CSC;
- Unsatisfactory work by the contractor due to lack of skills and experience;

The IRS identified between $200 million and $300 million and as high as $320 million in damages resulting from CSC contract activities. The report states that CSC lacks the leadership and experience to carry out its responsibilities, which has caused continuous delays, blown deadlines and overrun budgets.[2]

The lack of an automated refund fraud detection system that would have allowed the U.S. Internal Revenue System to screen 2006 tax returns could cost the agency between $200 million and $300 million, the IRS told the U.S. Senate Finance Committee. Computer Sciences Corp. was supposed to deliver the Electronic Fraud Detection System (EFDS) in January 2005. However, in October 2004 the IRS expressed concern that the $21 million system would not be ready on time and decided to use its existing system for the 2005 filing season, according to background information supplied to Computerworld by the IRS.

The IRS said CSC promised that a new system would be in place by January 2006, so in October 2005, the IRS decided that it would use the new system for the 2006 filing season. But CSC did not deliver a functional system, and the company was unable to put the old one in place as a contingency. As a result, neither system was used during the last filing season, according to the IRS. Then, on April 17, the IRS ordered CSC to stop work on the new system and to bring the old one back online.

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[2] *See* https://www.computerworld.com/article/2545886/government-it/irs--lack-of-fraud-detection-system-cost-nearly--300m.html

The management efforts of both the IRS and its contractor to improve our automated refund fraud detection system were insufficient and are unacceptable," IRS Commissioner Mark Everson said in a statement. "Over the last several years, we've made a number of improvements to our automated systems, helping to bring in billions to the Treasury. Given this progress, I'm particularly disappointed that our efforts here have been so ineffectual."

Everson said the agency has taken the appropriate action against IRS employees who failed to act responsibly, up to and including dismissal. "We have brought in experts to help us correct the way we manage contracts as we move forward. And now that we have received third-party reports on what happened, we are reviewing our options with the contractor," he said.

Everson said the IRS is moving quickly to fix the problem with the EFDS.

The IRS continues to rely on a contractor that for the past two filing seasons couldn't deliver what it promised and accepted $20.5 million to deliver," Sen. Chuck Grassley (R-Iowa), chairman of the Committee on Finance, said in a statement. "Because of this contractor, the IRS's poor oversight of that contractor, and the IRS's own poor judgment, the IRS lost as much as $320 million over this botched project. That's money down the drain."

He noted that the IRS had serious concerns about the implementation of the new EFDS and yet trusted CSC to make it work.

"That trust was misplaced," Grassley said. "I might have more patience if this were the first time the IRS had a bad experience with a computer contractor, but this isn't the first time. It's far from it.

C. US ARMY

CECOM Rapid Response Demand Letter

On July 12, 2013, the U.S. Army's Communications-Electronics Command ("CECOM") issued a demand letter based upon DCAA audit reports and Forms 1, for reimbursement in the amount of $235.2 million in costs that CSC allegedly overcharged under its Rapid Response ("R2") contract by placing CSC, interdivisional, teammate, and vendor employees in R2 labor categories for which they were not qualified. CSC's position is that, in most instances, the individuals in question met the contract requirements for their labor categories, and that, in all instances, DCAA and CECOM have ignored the value the government received for CSC's work.

Perhaps CSC was unaware that the value of an engineer and other roles in IT far exceed the tasks of whacking away on keys – it requires skills, experience, knowledge, wisdom, education – even ethics - for things that one cannot see as the resource(s) were never properly categorized in the first place.

D. STRAUCH ET AL. FAIR LABOR STANDARDS ACT CLASS ACTION

On July 1, 2014, plaintiffs filed Strauch and Colby v. Computer Sciences Corporation in the U.S. District Court for the District of Connecticut, a putative nationwide class action alleging that CSC violated provisions of the Fair Labor Standards Act ("FLSA") with respect to system administrators who worked for CSC at any time from June 1, 2011 to the present. Plaintiffs claim that CSC improperly classified its system administrators as exempt from the FLSA and that CSC, therefore, owes them overtime wages and associated relief available under the FLSA and various statutes, including the Connecticut Minimum Wage Act, the California Unfair Competition Law, California Labor Code, California Wage Order No. 4-2001, and the California Private Attorneys General Act. In September 2015, plaintiffs filed an amended complaint, which added claims under Missouri and North Carolina wage and hour laws. The relief sought by Plaintiffs includes unpaid overtime compensation, liquidated damages, pre- and post-judgment interest, damages in the amount of twice the unpaid overtime wages due, and civil penalties. If a liability is ultimately incurred as a result of these claims, CSRA would pay a portion to CSC pursuant to an indemnity obligation. CSC and CSRA both maintain that system administrators have the job duties, responsibilities, and salaries of exempt employees and are properly classified as exempt from overtime compensation requirements and were paid in accordance with the FSLA and applicable state laws.

Plaintiffs filed a motion for class certification on June 9, 2015 and on June 3, 2016, the Court entered an order granting the plaintiffs' motion for conditional certification of the class of system administrators. The conditionally certified FLSA and putative classes include approximately 1,285 system administrators, of whom 407 are employed by CSRA and the remainder employed by CSC. They expected in 2016, that, following a period during which potential class members may opt-in the action and discovery is completed, the court will determine whether the case will proceed to trial or whether to decertify the class. If the action is decertified, then only individual claims may proceed to trial.

CSC filed its opposition to plaintiffs' motion for class certification on July 15, 2016. Plaintiffs filed their reply brief on August 12, 2016 and the matter was currently under advisement with the Court. Leckner did not further investigate the outcome due to his time limitations.

E. STATE OF MARYLAND – 2018

Computer Sciences Corp. agreed to $81 million settlement with Maryland AG after failed Medicaid IT overhaul. A decision issued by the Maryland Department of Health awarded $521 million to the state against CSC.

Computer Sciences Corporation had agreed to pay Maryland $81 million after a contract to rebuild the state's Medicaid claims processing system went sour. But that contract quickly went off the rails.

The settlement, announced by Maryland Attorney General Brian Frosh on Friday, comes three years after the state canceled a $170 million contract awarded to the Virginia-based

IT company. Awarded in 2012 by the Maryland Department of Health, the contract required CSC to replace the state's outdated claims processing system built in 1992. The company was also tasked with operating the new system that could process approximately $10 billion in Medicaid claims each year.

General Dynamics' EPA contract award and Apex's support award should be canceled as one of the outcomes of a related case to the matter presented before the Department of Labor.

We should note that the contract in Leckner's case quickly went off the *rails*. Perhaps Kim should have factually stated in Leckner's case:

But *it became soon clear* that the EPA EMP – GDIT-CSRA contract in the 2017 transition period and 2018 contract phrase went off the rails.

This would have been a far more accurate depiction of what really occurred on the EPA EMP project.

Within a year, the company "refused to perform contractually required work necessary to meet the requirements of the Affordable Care Act," according to the Maryland Attorney General's office. In Leckner' case, within days, the company "refused to perform contractually required work necessary to meet the requirements of the Emergency Management Portal", Leckner has reported.

"This settlement compensates the State for the damages it suffered from the failure of CSC to live up to its obligations under its contract with MDH," Frosh said.

"No settlement or order yet has compensated the EPA for the damages it suffered from the failure of CSRA and General Dynamics to live up to its contract with EPA," Leckner now says.

According to a September Securities and Exchange Commission filing by CSRA, Inc., which was litigating the case on behalf of CSC, the company made three claims totaling $83 million and alleged the state caused the project to break down. But a decision issued by the Maryland Department of Health awarded $521 million to the state, prompting an appeal from CSRA. The settlement resolves claims from both parties, according to the AG's announcement.

Meanwhile, the state was still using the decades-old computer system to process claims at time of the settlement.

Additionally, the state stated that their settlement does not accommodate all the damages that were caused.

F. SOUTHWEST ASIA EMPLOYMENT CONTRACT LITIGATION – 2013

Rishell v. CSC, a single plaintiff lawsuit, was filed in February 2013 in Florida ("Rishell"). In April 2013, a second lawsuit, *Rhodes v. CSC,* with five plaintiffs was filed in Mississippi ("Rhodes"). Each case involves a claim that the plaintiffs, who were employees working as civilian government contractors in Southwest Asia, were hourly employees of CSC who were entitled to receive overtime wages rather than salaried employees. The cases were consolidated before the United States District Court for the Eastern District of Virginia in 2014. Summary judgment was granted in favor of the plaintiffs in each case.

On May 2, 2016, the U.S. Court of Appeals for the Fourth Circuit ruled against CSC in an appeal of these twoconsolidated cases. In addition, on remand, the District court awarded the plaintiff's attorneys' fees. The Company is contractually obligated to indemnify CSC for any losses under these cases pursuant to the terms of the Master Separation and Distribution Agreement between CSRA and CSC. CSRA, pursuant to its indemnification agreement with CSC, paid plaintiffs on CSC's behalf the amount of the unpaid wages awarded in the judgment. However, CSC has appealed the award of attorneys' fees and established a reserve for the amount of the fees that the Company would be required to indemnify CSC, if the appeal is unsuccessful.

In addition to the two consolidated cases that were the subject of the Fourth Circuit's opinion, there is a similar case involving approximately 90 individuals pending before a federal court in Louisiana for which CSRA would be obligated to indemnify CSC. Plaintiffs in that case similarly claim that they were hourly rather than salaried employees, and thus are entitled to overtime for time worked in excess of 40 hours per week. It is reasonably possible that the trial courts considering the case will adjudicate judgments against CSC awarding damages, although these plaintiffs' claims will be adjudicated based on their respective merits and the applicable law (including defenses available to CSC), which varies from plaintiff to plaintiff. As of March 31, 2017, the range of possible losses for this case for which the Company would be required to indemnify CSC is between $1.3 million and $8.5 million.

G. HATTIESBURG CALL CENTER V. GENERAL DYNAMICS

A federal lawsuit[3] had been filed against General Dynamics Information Technology, claiming past and present employees at its Hattiesburg call center were underpaid, misclassified and faced racial discrimination.

The lawsuit, filed by Hattiesburg attorney Robin Roberts on behalf of current and former employees, asks for $75 million in unpaid wages and compensatory damages.

According to the suit, the company failed to properly pay employees for overtime worked, misclassified employees to avoid paying them more and forced employees to perform tasks beyond the scope of the classification without appropriate compensation, all in violation of the Fair Labor Standards Act (FLSA).

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3 *See* http://www.wdam.com/story/38430073/federal-lawsuit-filed-against-general-dynamics/

It should be noted for the record that Leckner just simply hasn't all the time to yet speak to every attorney and every damaged party on every case that CSC and CSRA has defrauded their clients in some way or another.

H. U.K. NATIONAL HEALTH SERVICE V. CSRA / CSC

CSRA / Computer Sciences Corp. was ordered to pay $190 million over accounting charges[4]. In particular, CSRA / Computer Sciences Corp. was ordered to pay $190 million fines related to its handling of a multi-billion-dollar contract with the U.K.'s National Health Service. The U.S. Securities & Exchange Commission had sued CSC and several of its former executives over the deal, charging that they manipulated financial results to hide "significant problems" with the contract. Even reporters don't know exactly how to form the phrase to signify both parties CSRA / Computer Sciences Corp. are involved.

If we put in this case, GDIT-CSRA, to signify the parties, this document will further waste environmental resources such as trees in keeping up with CSRA's name change. We shall simply refer to them as General Dynamics and only CSRA whenever it occurred before their acquisition.

Since the fraud, waste, abuse, illegal security violations and other prohibited and questionable activities, perhaps CSRA defrauded General Dynamics on this legal matter as it was actively occurring. Certainly the shareholders deserve better.

Five of eight former CSC executives charged cited also agreed to settle, according to an SEC statement. Former CEO Michael Laphen agreed to return $3.7 million in compensation to the company and pay a $750,000 penalty. Former CFO Michael Mancuso agreed to return $369,100 and pay a $175,000 penalty. In its own emailed statement, CSC said it was pleased to settle the matter which "focused largely on accounting issues from 2009 to 2012." At that time the company brought in former IBM exec Michael Lawrie as CEO and adjusted its financial statements for the prior period. CSC neither admitted nor denied the allegations which basically were that CSC execs hid the impact of the delays by tweaking its accounting models. Three other former finance execs—Robert Sutcliffe, Edward Parker, and Chris Edwards—are fighting charges filed in federal court in Manhattan. CSC has been in the news much of late.

I. UNITED STATES DEPARTMENT OF LABOR OSHA

Hanford nuclear facility contractor ordered by USDOL OSHA[5] to pay 2 laid-off workers $186K each in wages, damages for retaliation.

If, at any time, that General Dynamics and Apex thinks this case is those digit levels, they are mistaken.

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[4] *See* http://fortune.com/2015/06/05/csc-to-pay-190-million-fine/

[5] *See* https://www.osha.gov/news/newsreleases/region10/12112014

Computer Sciences Corp. improperly laid off two employees for raising nuclear safety concerns about the Hanford nuclear facility, in violation of federal whistleblower laws.

> The U.S. Department of Labor's Occupational Safety and Health Administration has ordered the company to pay $186,000 in wages to each of the two employees.

The employees reported a defective electronic medical records system that had problems tracking medical restrictions. Consequently, workers medically restricted from certain jobs or areas with beryllium could be exposed. Beryllium, a metal once used at the facility, is known to cause lung damage.

"Those working around or for a nuclear facility must raise safety concerns freely without fear of retaliation from their bosses," said Ken Atha, acting OSHA regional administrator. "We will continue to protect the rights of whistleblowers, who raise concerns about violations that can sicken, injure or kill workers, harm the public or damage the environment."

Following facility inspection by the U. S. Department of Energy into the health and safety complaints the workers flagged, the employees were laid off. During an investigation into the workers' dismissal, the department found that CSC violated the Energy Reorganization Act by laying them off.

In Leckner, case, following *inspection* by the U.S. Environmental Protection Agency into the complaints the worker Leckner *flagged*, Leckner was terminated abruptly, not once, but twice. It is now almost *twelve* months that Leckner still has been damaged without a any remedies as a result of the retaliation.

OSHA also ordered the contractor to post a notice for its workforce reinforcing that retaliation against employees for voicing nuclear safety concerns is illegal, in the case of Hanford nuclear facility.

Certainly, we must now observe, a posted notice would never have helped in this case, as a good portion of its workers worked off-site, and such said notice could have prevented said retaliation.

The Hanford Site produced plutonium for nuclear weapons from the 1940s until 1987. Weapons production processes left solid and liquid waste that posed a risk to the local environment. The U.S. Department of Energy agreed to clean up the facility in 1989.

In another article on the same matter, a former Hanford contractor has agreed to pay $389,355 to settle Department of Justice allegations that it falsely claimed to have met requirements for a new electronic medical records system for Hanford employees. The system installed by Computer Services Corp., or CSC, never worked correctly and had to be replaced, according to federal court documents.

CSC, the Department of Energy’s occupational health services contractor from 2005 to 2012, agreed to the settlement, but denied it did anything wrong. CSC was required to

have the system operating by September 2012 or risk losing up to 30 percent of its incentive payment for that year, according to court documents.

CSC failed to provide adequate resources for the project as the end of its contract approached at the same time, court documents allege. They said it assigned a project lead that lacked the right experience and cut its information technology staff by half. It took the system live in mid September 2012, even though it did not work correctly. In 2015, DOE asked the Department of Health and Human Services to assess the system. It found that the system sometimes entered information in the wrong patient's file, as whistleblowers said they had reported in 2012, according to court documents. The assessment confirmed the defects in the part of the system for entering health risks.

It also said that the scheduling part of the system that was supposed to send email notifications of clinic appointments to workers would crash the entire Hanford nuclear reservation computer service. It was turned off in 2012. The system did not comply with federal patient privacy regulations, according to court documents.

It allowed medical charts to be sent by mistake to any printer at Hanford, which employs more than 9,000 workers. It was another defect reported by information technology employees before the system went live, according to computer documents. CSC was not allowed to bid on the new Hanford occupational health contract when its contract expired in 2012 because DOE limited it to small businesses, like HPMC. HPMC had been a subcontractor to CSC before 2012, and the two companies switched roles when HMPC won the new contract and named CSC a subcontractor.

In order to take into consideration Leckner's time, we shall stop here on cases against GDIT-CSRA / Apex.

II. ANALYSIS AND OBSERVATIONS

A. CSRA, General Dynamics, and CSC *Preyed* Upon Its Vulnerable Ethical Workers

Leckner would like to note from all of his readings that : CSRA, General Dynamics, and CSC *preyed* upon workers by those that wished to *prey*, in more particular, Campbell, Childers, Spralding, and without authority over Leckner, Ms. Nair.

GDIT-CSRA has changed its *name* several times it appears – from CSC to CSRA via merger to General Dynamics via acquistion. To discover all their fraud, abuse, retaliation, and similar illegal, questionable and prohibited activities, one must unravel their historical background and track it using *all three* names. Name change played a big role in the discovery of these cases above and corporate culture to unravel their fraud.

General Dynamics and Apex retaliated against Leckner for raising security violation, illegal and improper billing, and physical destruction of government owned property high priority concerns about GDIT-CSRA, in violation of federal and perhaps even state whistleblower laws. For the purpose of Justice and their shareholders, investors, and stake-

holders alike, we shall refer to them GDIT-CSRA as the Respondent at times in this final supplemental response.

GDIT-CSRA illegally terminated Leckner for raising fraud, abuse, waste, and other related illegal, questionable, prohibited activities about General Dynamics – CSRA, in violation of *multiple* federal and perhaps even state whistleblower laws.

The employees at Hanford in the DOE – USDOL OSHA SOX Section 806 case, reported a defective electronic medical records system that had problems tracking medical restrictions. Consequently, workers medically restricted from certain jobs or areas with beryllium could be exposed. Beryllium, a metal once used at the facility, is known to cause lung damage.

"Those working around or for a nuclear facility must raise safety concerns freely without fear of retaliation from their bosses," said Ken Atha, acting OSHA regional administrator. "We will continue to protect the rights of whistleblowers, who raise concerns about violations that can sicken, injure or kill workers, harm the public or damage the environment."

Following facility inspection by the U. S. Department of Energy into the health and safety complaints the workers flagged, the employees were laid off. During an investigation into the workers' dismissal, the department found that CSC violated the Energy Reorganization Act by laying them off.

OSHA also ordered the contractor CSC to post a notice for its workforce reinforcing that retaliation against employees for voicing nuclear safety concerns is illegal.

> Certainly, a posted notice would never have helped in this case, as a good portion of its workers worked off-site, and such said notice could have prevented said retaliation.

Like the Hanford nuclear software system case, GDIT-CSRA was responsible for EPA software and security, but unlike the Hanford case, GDIT-CSRA intentionally and deliberately sabatoged the EPA's Emergency management system project and allowed for security violations to exist, and further terminated Leckner when he had reported numerous things including, said vulnerabilities and breaches.

The work entailed developing and integrating an Emergency Management System for EPA's Office of Emergency Management, which relies on a portal as a single point of entry for the emergency management community. The portal unites prevention, preparedness and rapid emergency response information to give EPA's emergency management personnel including first responders quick access to the information needed to respond to human health and environmental emergencies related to oil and hazardous substance release.

We certainly hope that U. S. DOL OSHA, U. S. DOJ, and the U. S. SEC fully recognize the overall importance of what the systems are in this case. After all, this is the Environmental Protection Agency's Emergency Management System.

GDIT-CSRA allowed for numerous security vulnerabilities which GDIT-CSRA is responsible for and was as further fact breached. Someone from anywhere around the world could and maybe still take control of the EPA system and even corrupt the data in the system at any time. Leckner validated and tested it on his own machines and verified the destructive nature that one can do– and a mere upgrade of security IT Oracle software certainly can never resolve the issue. And this is just one part of this case and other related cases.

OSHA ordered the Hanford contractor to post a notice for its workforce reinforcing that retaliation against employees for voicing nuclear safety concerns is illegal.

We would further like to note, even if there were said notice posted to everyone on the project from employees, contractors, and subcontractors, the US DOL OSHA, US SEC, and the US DOJ should investigate out if they were under any contractual obligations to distribute within thirty (30) days of the contract start date a mandatory code of ethics. This would let others know that others could have whistleblown.

General Dynamics and Apex deliberately concealed specific documents at their disposal in the form of EPA and Apex email messages and converstations with the specific intent to impair this complaint's integrity and availability for use in this official Department of Labor OSHA proceeding and related proceedings.

This was an attempt on their part to retaliate further, punish severely and take away Leckner's well-being, health, happiness and ability to work again in his field that he has spent his whole academic and professional life in – *unlawfully* and with *premeditation*.

CSRA further *preys* on ***organizations***, including the IRS, the EPA, the US Army, the State of Maryland, Department of Energy, UK NHS, the DOE Hanford Nuclear Facility, etc. for similar reasons as those in this case:

- EPA OIG concluded that their audit did identify fraud, waste, abuse, and illegal CSC contract activities (i.e. personal services), possible cost inefficiencies in contract award and administration, and other situations.
- The EPA OIG also concluded that there were CSC contractor staff who did not meet contract job requirements.
- IRS Oversight Committee stated that there was distrust and animosity between the IRS and CSC - does ring a bell?
- Unsatisfactory work by the contractor due to lack of skills and experience;
- "The IRS continues to rely on a contractor that for the past two filing seasons couldn't deliver what it promised and accepted $20.5 million to deliver".
- "Because of this contractor, the IRS's poor oversight of that contractor, and the IRS's own poor judgment, the IRS lost as much as $320 million over this botched project. That's money down the drain."
- The IRS had a bad experience with a computer contractor, but this isn't the first time.

- The U.S. Army's Communications-Electronics Command ("CECOM") issued a demand letter for reimbursement in the amount of $235.2 million in costs that CSC allegedly overcharged under its Rapid Response ("R2") contract (contract by placing CSC, interdivisional, teammate, and vendor employees in R2 labor categories for which they were not qualified as stated in a CSRA's 2017 10-K.
- A decision issued by the Maryland Department of Health awarded $521 million to the state against CSRA.
- Within a year, CSC "refused to perform contractually required work necessary to meet the requirements of the Affordable Care Act," according to the Maryland Attorney General's office.
- On May 2, 2016, the U.S. Court of Appeals against CSC for the Fourth Circuit ruled and was ordered to pay plaintiffs on CSC's behalf the amount of the unpaid wages including overtime awarded in the judgment.
- A federal lawsuit[6] has been filed against General Dynamics Information Technology, claiming past and present employees at its Hattiesburg call center were underpaid, misclassified and faced racial discrimination - the company failed to properly pay employees for overtime worked, misclassified employees to avoid paying them more and forced employees to perform tasks beyond the scope of the classification without appropriate compensation, all in violation of the Fair Labor Standards Act.
- Computer Sciences Corp. improperly laid off two employees for raising nuclear safety concerns about the Hanford nuclear facility, in violation of federal whistleblower laws.
- The U.S. Securities & Exchange Commission had sued CSC and several of its former executives over the deal, charging that they manipulated financial results to hide "significant problems" with the contract and CSC had to pay $190 million to the SEC.
- CSC execs hid the impact of the *delays* by tweaking its accounting models.
- The system installed by Computer Services Corp., or CSC, never worked correctly and had to be replaced, according to federal court documents.
- CSC, the Department of Energy's occupational health services contractor from 2005 to 2012, agreed to the settlement, but denied it did anything wrong.
- CSC failed to provide adequate resources for the project as the end of its contract approached at the same time, court documents allege.
- They said it assigned a project lead that lacked the right experience and cut its information technology staff by half.
- It took the system live in mid September 2012, even though it did not work correctly.
- It found that the system sometimes entered information in the wrong patient's file, as whistleblowers said they had reported in 2012, according to court documents.

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6 *See* http://www.wdam.com/story/38430073/federal-lawsuit-filed-against-general-dynamics/

- It also said that the scheduling part of the system that was supposed to send email notifications of clinic appointments to workers would crash the entire Hanford nuclear reservation computer service. It was turned off in 2012.
- The system did not comply with federal patient privacy regulations, according to court documents.
- It allowed medical charts to be sent by mistake to any printer at Hanford, which employs more than 9,000 workers.
- CSC was not allowed to bid on the new Hanford occupational health contract when its contract expired in 2012 because DOE limited it to small businesses, like HPMC.

PROTECTED WHISTLEBLOWER AND INFORMATION ACTIVITIES

Leckner's whistleblowing activities and informant activities include numerous organizations and lawmakers as demonstrated in the very limited following as they are all under investigation today:

COMMITTEE ON ARMED SERVICES
COMMITTEE ON EDUCATION AND THE WORKFORCE
COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE
CHAIRMAN, SUBCOMMITTEE ON THE COAST GUARD AND MARITIME TRANSPORTATION

Duncan Hunter
U.S. House of Representatives
50th District, California

WASHINGTON, DC OFFICE:
2429 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
TELEPHONE: (202) 225-5672

DISTRICT OFFICES:
EL CAJON TELEPHONE: (619) 448-5201
TEMECULA TELEPHONE: (951) 695-5108

January 22, 2019

Mr. Aaron Ringel
Deputy Associate Administrator, Office of Intergovernmental Relations
Environmental Protection Agency
Mail Code 1301A
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Dear Mr. Ringel:

I am writing on behalf of my constituent, Mr. Erik Leckner of Fallbrook, CA, who has informed my office that he has made an inquiry with EPA OIG regarding concerns and information he has on possible information technology security breaches involving CSRA, Inc. Mr. Leckner has provided several questions, a list of which I have enclosed, for which he is requesting answers. I would appreciate your office investigating this matter and providing my office with a full report of your findings.

Thank you in advance for your time and consideration. If you have any questions, or require additional information, please do not hesitate to contact me directly, or Michael Harrison in my office, at (619) 448-5201.

With best wishes.

Sincerely,

Duncan Hunter
Member of Congress

DH/mrh
Enclosures

COMMITTEE ON ARMED SERVICES
COMMITTEE ON EDUCATION AND THE WORKFORCE
COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE
CHAIRMAN, SUBCOMMITTEE ON THE COAST GUARD AND MARITIME TRANSPORTATION

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EL CAJON TELEPHONE: (619) 448-5201
TEMECULA TELEPHONE: (951) 695-5108

January 22, 2019

Mr. Peter H. Kadzik
Assistant Attorney General, Office of Legislative Affairs
U.S. Department of Justice
950 Pennsylvania Ave NW, Room 1145
Washington, D.C. 20530-0009 DC01

Dear Mr. Kadzik:

I am writing on behalf of my constituent, Mr. Erik Leckner of Fallbrook, CA, who has informed my office that he has made inquiries with the FBI Field Office in San Diego regarding concerns and information he has on possible information technology security breaches involving CSRA, Inc.

Thank you in advance for your time and consideration. If you have any questions, or require additional information, please do not hesitate to contact me directly, or Michael Harrison in my office, at (619) 448-5201.

With best wishes.

Sincerely,

Duncan Hunter
Member of Congress

DH/mrh
Enclosures

● ● ● [7]

Leckner also filed complaints with the EPA Office of Inspector General (OIG), the Securities and Exchange Commission (SEC), the Department of Justice (DOJ), the Federal Bureau of Investigation (FBI), various Congressmen and active lawmakers in the United States, including John Sarbanes, the son of Paul Sarbanes, who had authored, in part, the Sarbanes Oxley Act of 2002. Leckner will be futher continuing this activity as it is part of the *relief* that Leckner wil be requesting.

General Dynamic and Apex's two terminations, intimidation, humiliation, threats, outing of all engineering meetings, demotion, defanmation, harassment, age discrimination and denial to address said age discrimination, denial of overtime hours worked, denial of California waiting time penalties, and breach of Leckner's confidentiality to many others are all *adverse* actions.

I. CONSTANT FEAR OF RETALIATION

At no time in Leckner's prior 25 years, did Leckner ever fear retaliation in his professional career. Leckner feared also that if he did not work those ninety hours on his last week that it took, that Campbell would further retaliate for missing some random deadline that was imposed by Campbell to best suit his retaliatory needs. Leckner lived in a constant state of retaliation from Campbell, Page and Reed, although at all times his ethics superseded even his own job.

Leckner even feared using his own job title in the EPA EMP project as Campbell demoted him once he began to raise concerns about the project and the support that the project was receiving in more general descriptions of the issues in shared conference calls, but in private, Leckner was whistleblowing constantly to Thomas. Even the EPA OIG was concerned after a *certain* period of time, that Leckner should file an USDOL OSHA complaint in early September for which Leckner did, and hence this case.

Thomas of the EPA became concerned about Leckner receiving harsh retaliation by Campbell that on April 17, 2018, that Thomas warned Leckner to *protect* himself and *document everything* and not for Leckner to let it get the best of him being caught in the *crossfires* at General Dynamics by General Dynamics staff on a call that Thomas had initiated (first in email to receive Leckner's phone number)[8] and immediately after he learned of what Campbell subjected Leckner to the day before (April 16, 2018). Thomas took specific time (which amounts also to further

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[7] ● ● ● represents there are more than just these presented – many more correspondences and active investigations.

damages to the EPA as time should not be spent warning employees to fear retaliation) to warn Leckner on that call.

Thomas also, in fact, let Campbell know that this was not what the EPA had wanted – to simply allow the permanent physical destruction of source code in its historical paid for government owned source code repository. Leckner took note of it but knew that with ethical responsibilities outweighed his own job and did not let Campbell intimidate him even though Campbell made it clear that he was Leckner's *target* now. Campbell delved deeper into the world of retaliation after that conference call.

Leckner has learned that if one whistleblows one should first have another job lined up. Should one really have to do this? Should a person have to wait until they find another branch of the government to work for, or corporate setting - or find other ways to embark on their own corporate journeys?

We think not nor did both Sarbanes and Oxley, all those that voted for it, and all those that enforce it and other whistleblow provisions - including OSHA's ARB.

Even after being advised by Leckner on numerous occasions and then by Thomas, Campbell and other General Dynamics NCC staff still yet did not remedy several of the simpler but relevant security vulnerabilities even though Leckner had provided easy solutions for doing so. It will be presented below on how simple it would have been to fix one of the security vulnerabilities, directly resulting from CSRA's failure to follow Federal policy and listen to Leckner stating it as such in epa.gov emails on numerous occasions – an, in one instance, the work day evening before Leckner's first retaliatory termination by Campbell:

> **From:** Leckner, Erik
> **Sent:** Friday, April 13, 2018 6:02 PM
> **To:** Thomas, Rob <Thomas.Rob@epa.gov>
> **Subject:** RE: Group emp on staging access for eleckner, Rakhi
>
> Hi Rob,
>
> I shall do ASAP (next email out now). I mentioned this several times to them in emails. As you can see names are still there. …
>
> Christian Leckner
>
> Principal Engineer
>
> ITS-EPA | CSRA
>
> San Diego, CA 92028 | PDT
>
> 949-244-6501 | leckner.erik@epa.gov
>
> **From:** Thomas, Rob
> **Sent:** Friday, April 13, 2018 5:50 PM
> **To:** Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
> **Subject:** RE: Group emp on staging access for eleckner, Rakhi
>
> Hi Christian.
>
> Make sure you inform Ed of this behavior from NCC. So he can have those names removed. Their contract was cancelled and some of those 5 user name need to removed, yesterday. This violates FISMA NIST 800-53 Rev 4 Security Controls on proper user access. Thanks.

Rob

This additional evidence response is filed with all parties in this case and other parties in other active investigations and cases against the Respondents.

STATEMENT OF THE CASE

I. NATURE OF THE CASE

Sarbanes Oxley prohibits a covered entity from retaliating against an employee who provides information to the federal government – the Environmental Protection Agency (EPA) – a federal government regulatory agency, and any managers of Campbell (e.g. Page) regarding illegal conduct that the employee reasonably believes violates 18 U.S.C. 1341 (mail fraud), 18 U.S.C. 1343 (wire, radio), 18 U.S.C. 1344 (bank fraud), any rule or regulation of Sarbanes Oxley, and any other federal or state law related to fraud, waste, abuse and illegal, prohibited and questionable activities. Certain violations of the False Claims Act are also provided in this case.

On September 8, 2018, Leckner filed a complaint with the Occupational Safety and Health Administration ("OSHA") of the United States Department of Labor, alleging that General Dynamics, along with Apex, retaliated against him for his "whistleblowing" activities in violation of the employee protection provision of the Sarbanes Oxley Act.[9]

Leckner engaged in protected activity; both General Dynamic and Apex knew of the protected activity as both General Dynamics[10] and Apex had learned of it in April 2018; Leckner suffered ***numerous*** adverse employment actions when General Dynamic and Apex terminated him two times, disciplined him, demoted him, humiliated him, suspended him, harassed him, threatened him, denied paying his requested by Page and worked overtime and also by Campbell on Leckner's last official week, denied paying his California waiting time penalty due[11], age discriminated against him and allowing for it to persist by moving meetings and canceling meetings designated for the sole purpose of a discussion regarding Nair (also in official epa.gov calendar records as well as epa.gov email records), and made it a condition of employment to disavow his whistleblower protections of Sarbanes Oxley Section 806 and his whistleblower protections of the False Claims Act and any other relevant whistleblower provisions in laws; and Leckner's protected activity was absolutely, with a preponderance of evidence, a contributing factor in General Dynamics and Apex Systems's retaliatory actions.

II. STATEMENT OF FACTS AND EVIDENCE

A. Background

Leckner began working for Apex for the CSRA EPA OEM Emergency Management (EMP) contract awarded project in January 2018 as the Lead Engineer remotely from San Diego, California from the EPA San Diego office and Leckner's office for a project based at General Dynamics in the Research Triangle Park region of North Carolina. He first reported to the

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9 Leckner had reported General Dynamics and Apex to the US DOL OSHA in June 2018 as well, but held off in pursuing it, when the EPA OIG specifically requested that Leckner not report to OSHA while they conducted their initial investigation. The EPA OIG later, in email writing, in September 2018, recommended that Leckner report to USDOL OSHA.

10 Campbell was aware that Leckner was reporting certain things to Thomas in February and March but was unaware to the level of those certain things that Leckner had been actually reporting to Thomas of the EPA.

11 *See* https://www.dir.ca.gov/dlse/faq_waitingtimepenalty.htm

GDIT-CSRA Manager of the EMP project, Alison Page, who was located in North Carolina, and within weeks of first starting, to Ed Campbell, a GDIT-CSRA Project Manager.

Starting in January 2018, Leckner began having difficulty getting responses from GDIT-CSRA's Alison Page, GDIT-CSRA's Ed Campbell, and *certain* GDIT-CSRA NCC support staff, regarding contractual-obligated related action items to support the EPA.

Leckner was hired as a Lead Engineer, indicating a technical leadership position with technical leadership responsibilities.

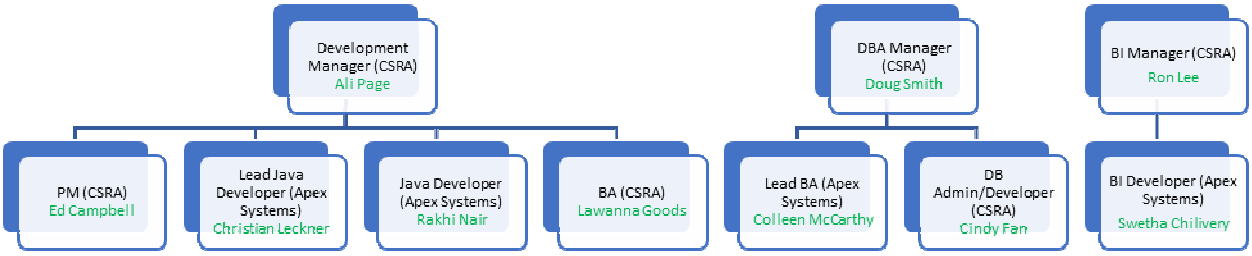
D. Questionable Job Roles, Responsibilities, and Duties of CSRA Staff

Page sent an email on January 24, 2018 stating that Campbell may be better suited for the project for the sake of timeliness of questions that the Lead Engineer may pose to GDIT-CSRA staff – that is, in order to properly and professionally support the Lead Engineer and others on the EMP project on behalf of the end client, the EPA. After all, GDIT-CSRA's staff assigned to EPA had one major role and that was to provide architectural (in the field of technology), developmental and operational support and an assigned Development Manager must be fairly responsive as there could be issues that would impair the EPA project's success even on a daily basis:

It is well known in the technology industry that a Development Manager must not only be reactive but also *proactive* to ensure project success.

Even Thomas was infuriated with the fact that on certain aspects of the project, Campbell neglected any of his reactive and proactive responsibilities, further damaging the EPA in the estimated millions.

Thomas went to great lengths in discussing this with Leckner, and Leckner with 26 years of technical experience agreed and also pointed out several times to Campbell, Page, and other related staff. This miscategorization of labor further cost the U. S. government even more in damages.



A. Events Leading Up to CSRA and Apex Systems retaliating against Leckner

Leckner worked closely with Rob Thomas on the EPA-CSRA contract for the EPA OEM EMP system, who was the federal government EPA manager on the EPA high-visibility emergency management systems's engineering activities. Starting in January 2018, Leckner began having difficulty getting responses from Campbell and other General Dynamics staff as even Page above had stated, regarding the permissions to access certain directories, files, databases, servers, and keys, and noticed that the entire source code repository of fourteen (14) years[12] was not transitioned from Salient, the previous Federal government contractor – the first thing that any normal lead developer would notice such as Leckner.

A source code repository is a file archive and facility where typically a large amount of source code, for software and for web pages, is kept, privately. Leckner discussed this *serious* issue with Campbell, Page and General Dynamics and CSRA NCC staff, including Paula Childers, Dan Ferko, LeAnn Spralding, and others. Leckner said he was having difficulty getting responses from Campbell and NCC regarding technical access permissions and the source repository to the EPA and certain General Dynamics staff, including Page. This is clearly documented in numerous emails.

Campbell forced Leckner to cut off communication early on after Page assigned Campbell her position on the project and as later seen in evidence and previously presented Reed (Apex) specifically made it a condition of Leckner's employment not to whistleblow - not report to the EPA nor Page (his manager that disappeared from the project until a serious escalation had occurred – perhaps because Thomas had escalated it both chains of commands via his managers at the EPA as Thomas had specifically stated that he would in writing,and on calls.

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[12] Leckner had noticed timestamps in code dating as far back as 2004. This may or may not be the start date for the source code repository. The EPA, EPA OIG, USDOL, DOJ, and SEC should easily request this information, in addition to the overall cost including all EPA staff related work of the source code repository.

Leckner discovered that GDIT-CSRA staff were illegally overbilling and inappropriately charging the US government for which even Thomas had stated in his own replies to Leckner's emails (i.e. via his whistleblowing), and in one situation, Campbell even stated it directly as such to the EMP team on a recorded Thursday EMP conference call. Campbell further stated that he would speak to those on the team who were (willfully and illegally) charging the US Government for no work being performed.

Leckner expressed concern that GDIT-CSRA was using federal funds for inappropriate delays, for no work and sitting idle, yet still billed the EPA fraudulently, that even Campbell stated in a conference call with others, inappropriate activities, failure to grant accesses, refusal to work with the former contractor, Salient, in obtaining the source code repository – which should have been *transitioned* in the transition period – perhaps that's why it is called the transition phase. Leckner's understanding was that hours being billed by employees incurred were passed on to the federal government client, the EPA.

The EPA OIG even discovered as far back as 1992 in their EPA OIG Audit Report against the same company with a different name – CSC - at that time. In fact, they did exactly what Leckner discovered on his own in 2018 and it didn't take any of the government resources to do this – Leckner, with his 26 years of experience, and unaware of this EPA OIG report, identified precisely and accurately what CSRA was doing. And to think they were still allowed to work for the EPA without proper oversight. The IRS, the State of Maryland, and so forth all kicked them out - "get out", they said.

From: Page, Alison
Sent: Tuesday, January 30, 2018 10:03 AM
To: Childers, Paula
Cc: Smith, Doug L; I Metro; Leckner, Erik; Campbell, Ed
Subject: High Priority: OEM/EMP Java Code and Staging access
Hi Paula,
Christian Leckner (Cced) is our new Lead Java Developer for the OEM EMP project (Rob Thomas). Doug told us that you're able to give Christian access to
the staging environment and all the Java code. Could you work with him today to get that going please? Rob is more than ready for us to get started so this is
a priority _
…
Thanks,
Ali Page
ITS-EPA III CSRA
79 TW Alexander Dr, Bld 4401, NC 27713
page.alison@epa.gov | (o) 919.200.7283

http://intranet.epa.gov/webdev

Thomas (EPA) stated in email in response to Leckner's protected *whistleblowing* emails and those he forwarded to Thomas:

From: Thomas, Rob
Sent: Friday, April 13, 2018 6:21 PM
To: Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hey Christian.

I read the email thread, it's unacceptable of the responses you and Ed received. People are in these Federal Contract positions and you have to see responses like you're in high school. There should be set proce-

dures and communication templates with a hard line stance on usage. They make difficult for themselves. This is something I need to speak to Ed about and then go up their chain of command. This makes EPA looks more than bad…they're burning federal resources and what is the result. Thanks.

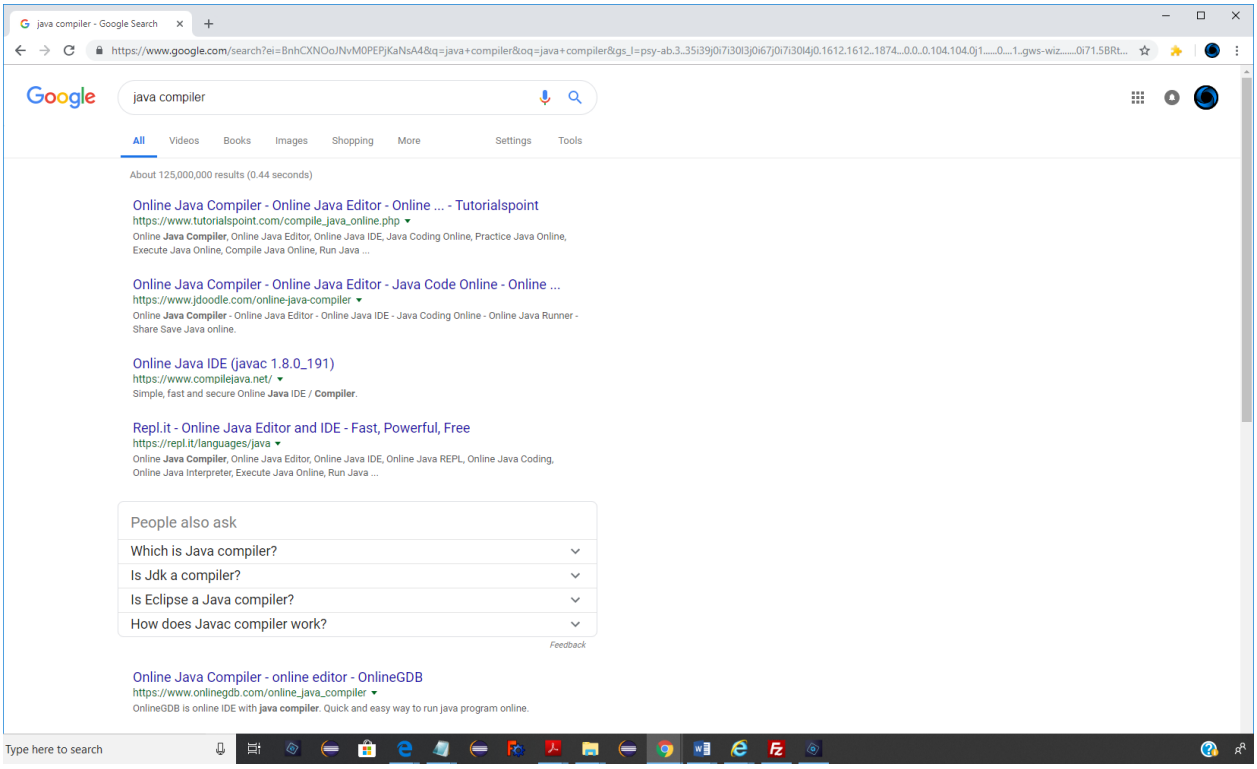
Rob

B. GOVERNMENT OWNED SOURCE CODE REPOSITORY

Leckner explained the difference between raw ASCII source code and compiled source code on numerous occasions to Campbell and Page. Please *see*:

> [https://docs.oracle.com/javase/tutorial/getStarted/cupojava/win32.html#win32-2b], [https://www.oracle.com/technetwork/java/compile-136656.html]

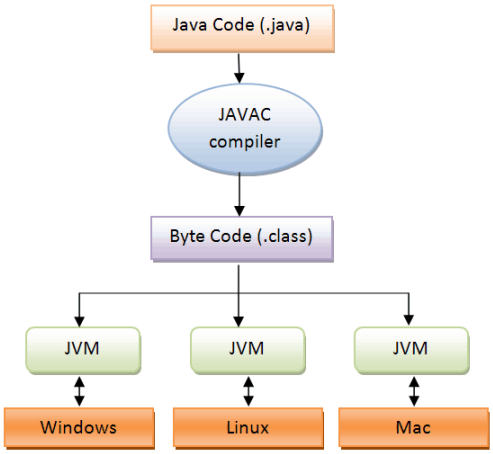
for a quick and easy tutorial – although the field of Java software development is far more complex. If one performs a Google search for Java compiler, there are approximately 125,000,000 results (as of January 18, 2019):



Should anyone have any questions for this, Leckner can certainly provide a free tutorial to them on this. It would take approximately less than one minute to provide this tutorial.

Certainly, Campbell could have performed a simple Google or Bing search (or any other search engine) in the four months that Leckner requested the source code repository to verify Leckner's requirements, the EPA's mandated orders to Campbell, Page, and other General Dynamcs' staff and their contractual transition paid obligations.

Certainly, Campbell could have asked one of his *colleagues* for assistance in North Carolina into better understanding what one is and why it was important. Of course, he could have even asked the Lead Engineer. This would have taken approximately one minute of Campbell's, Page's and later Kim's time.



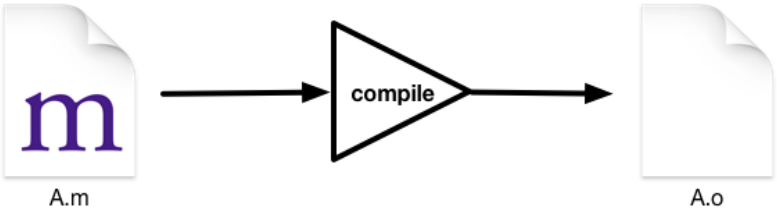
As seen above, .java files are compiled into .class files (and then later even packaged into .jar files).

Leckner had over 23 calendar years and 33 years (of concurrent years) of Java design, development, testing, deployment, and operational experience prior to joining General Dynamics starting in 1996 when Ericsson introduced it into the mix of technologies and Leckner introduced it to DOD DARPA's Joint Task Force Advanced Technology project, whereas Campbell had literally zero seconds of Java design, development, testing, deployment, and operational experience.

This does not include Leckner's multiple contracts that he performed in parallel in Silicon Valley and Southern California which would bring it to at least 33 years of Java design, development, testing, deployment, and operational experience. Leckner worked alongside some key contributing Java engineers which worked at Sun Microsystems which owned Java, which also worked at Oracle which purchased Sun and became the new owner (to this very day) in Silicon Valley, where the inventors and creators of the technology live as Leckner had lived.

Leckner stayed abreast of this technology since 1996. This will become relevant in the REMEDIES section of this document.

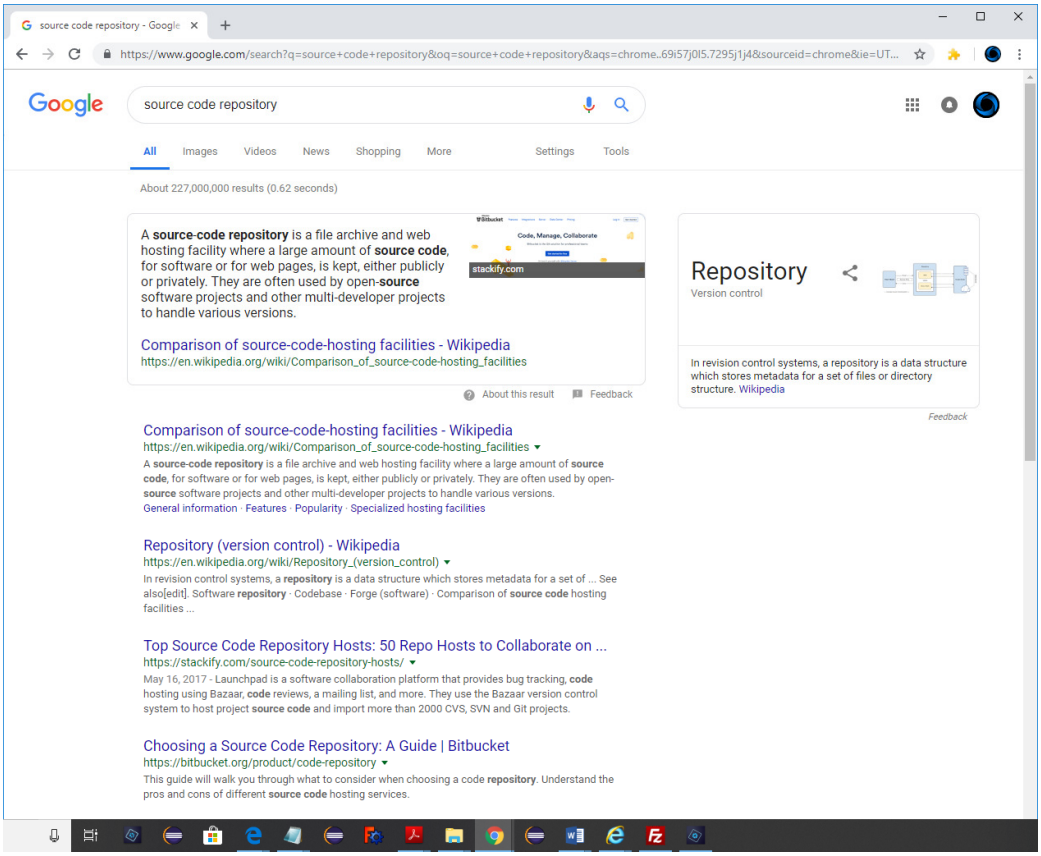
The code base consisted of other related compilable code – for example, Objective-C.



Same concept even with Apple's iOS swift code A.m to A.o) files. Leckner explained what a source code repository was on numerous occasions to Campbell and Page:

> Repository
>
> In revision control systems, a repository is a data structure which stores metadata for a set of files or directory structure.

If one performs the simplest Google search for source code repository, there are approximately 227,000,000 results (as of January 18, 2019) – any reader of this document can see that is certainly not an obscure topic:



Certainly, Campbell could have performed a simple Google or Bing search in the four months that Leckner requested the source code repository to verify Leckner's requirements and the EPA's mandated orders to Campbell, Page, and other General Dynamics' staff to specifically get the repository. All along until further being ordered Campbell refused to do so. As of May 29, 2019, Campbell still had not transioned the official EPA EMP source code repository. This would have taken approximately one minute of Campbell's – the *captain's* - time to understand its importance.

Combining the two topics, namely, Java compiler and source code repository, it would have taken Campbell who now was both the Development Manager and Project Manager, a total of two minutes to understand its importance. Of course, for Campbell, he may have wished to spend two hours or a week researching the topic in his dual roles. Same with Page. Same with Kim.

It wasn't until the fourth month, that Campbell stated to the EPA EMP team in a conference call that he first understood what a source code repository was by restating what Leckner had just said minutes prior on that conference call with the EMP team.

Campbell further asked Leckner on that call if it would take only a short time to find when the specific Java character filter was introduced and Leckner replied – yes – as that is one of the basic powerful (but simple) features of source code control systems which allows engineers to rapidly in seconds perform operations either at a command line or using the so-user-friendly Subversion tool installed on Leckner's development EPA laptop and the development machine[13]: Leckner had explained this to Campbell for four months. Leckner was appropriately persistent and so was Thomas of the EPA. And so should have them both.

As we see, Leckner's response obliterates, to Kingdom Come, Kim's and Sharma's Positional Statements – "that there was no evidence to support these, or any other allegation he made in his complaint". Instead of biting the bullet, accepting the truth, and asking for Leckner to help them fix their vulnerabilities and help them both sue Campbell and Page and Childers, they chose instead to destroy Leckner with falsified statements.

It has been seen that Mr. Leckner's claims are entirely with merit and should never have even been requested to be dismissed, based on facts, evidence, and what really happened – putting Leckner in harm's way with a corrupt and deceptive organized criminal suborganization within CSRA that managed to defraud the EPA in 2017 - 2018 and dating all the way back to 1992 for which the EPA OIG even reported thru their own audits that CSC was overbilling, etc etc etc. in Research Truiangle Park, North Carolina. And this doesn't even include the IRS, U. S. Army CECOM, Hanford Nuclear Facility, the State of Maryland, and all those organizations in the past that they defrauded and all those in the past that they retaliated against for whistleblowing .

Leckner certainly had legitimate subjective beliefs and objectively reasonable beliefs that the conduct [he] complained of constituted a violation of relevant laws, only to be confirmed by the EPA itself [Thomas]. Leckner didn't just believe, he knew it was fact, being an experienced CTO and having 26 plus 10+ years concurrent work plus 15 years of education should we remind Kim and Sharma. To entertain Kim and Sharma, he will adopt their terminology used in the legal community.

The analysis which Leckner and Thomas recommended for an actual technical production issue could have been resolved in seconds versus consuming billable hours and time in multiple conference calls, time for McCarthy to document it, time for EMP staff to distribute it to EPA stakeholder staff, time for EMP stakeholder staff to go thru their historical notes or recollections, time to return the results back to the EMP team, time for the EMP team to analyze the basic results, and then time for the entire team to make a determination.

Leckner would also like to add that there are numerous benefits, but Campbell and Page preferred not to recover it from the former contractor and effectively destroy a roughly-estimated $20-$56+ million source code repository that engineers created files for, modified files for, etc. and meticulously documented over the years. Note that GDIT-CSRA billed not only for the sham transition but also the sham four months of circumventing the source code retrieval.

Leckner knew of the consequences of not recovering the repository on second one when he asked for it and was told it was somewhere else and that Campbell refused to get it by Campbell's own words. Campbell wanted to not recover the repository and would do everything to stop Leckner from reporting his actions to the EPA by repeating and escalating his retaliation

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13 *See* http://svnbook.red-bean.com/en/1.7/svn.tour.history.html

against Leckner. Page specifically told Leckner that CSRA failed to even ask for it as they were unqualifed to perform the transition months back. Page also joined in with Campbell according to Kim – Leckner was so disgusted with her statements that Leckner didn't even see that Page was a counterpart to Campbell in their questioning by Kim and perhaps even others.

Subservion states:

> Your Subversion repository is like a time machine. It keeps a record of every change ever committed and allows you to explore this history by examining previous versions of files and directories as well as the metadata that accompanies them. With a single Subversion command, you can check out the repository (or restore an existing working copy) exactly as it was at any date or revision number in the past. However, sometimes you just want to peer into the past instead of going into it.
>
> Several commands can provide you with historical data from the repository:
>
> svn diff
>
> Shows line-level details of a particular change
>
> …
>
> Viewing Diffs
>
> Often you want to look inside your files, to have a look at what you've changed. You can accomplish this by selecting a file which has changed and selecting Diff from TortoiseSVN's context menu. This starts the external diff-viewer, which will then compare the current file with the pristine copy (BASE revision), which was stored after the last checkout or update.

The following screenshots are from the official Windows TurtoiseSVN source code repository tool[14] [15] that Leckner had used for many years and Campbell nor Nair had ever used (by her own words) – Leckner could have very well resolved the historical differences literally, and not figuratively speaking, in a matter of ***seconds*** as this was required by the EPA not only for that issue but every single future issue as well and there were already numerous reported issues in the tracking system of known defects or feature enhancements. Leckner has used these free tools for 26 years and can rapidly navigate the historical differences of any file stored in Subversion.

All it required was one right click on the file in question in Windows if TurtoiseSVN is used. We all have right clicked on our operating systems. If not, try it out. Technology from over 40+ years ago? Does this make Leckner now *old* since he know this? Nair thought so and Leckner only referred to technology only dating back to Java in the 90s. A 10 year old can google and see that Java was in the 1990s – one would not conclude that the 10 year old is old by any non-absurd understanding. So why did Nair choose the word *Old* when referring to Leckner during his important technical discussions.

Note that the source code repository manages and stores all of the source code ever built for the EPA's Emergency Management systems used by emergency management personnel across the globe and engineers make use of the historical code or an indefinite number of specific

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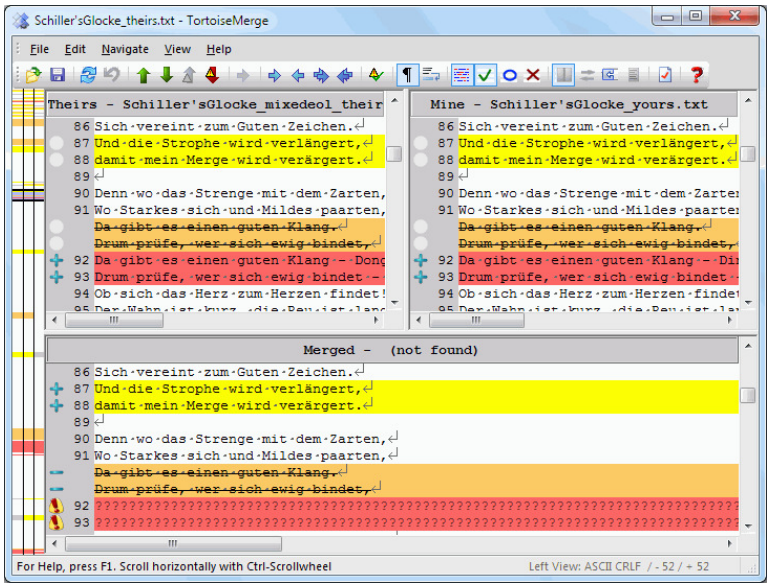
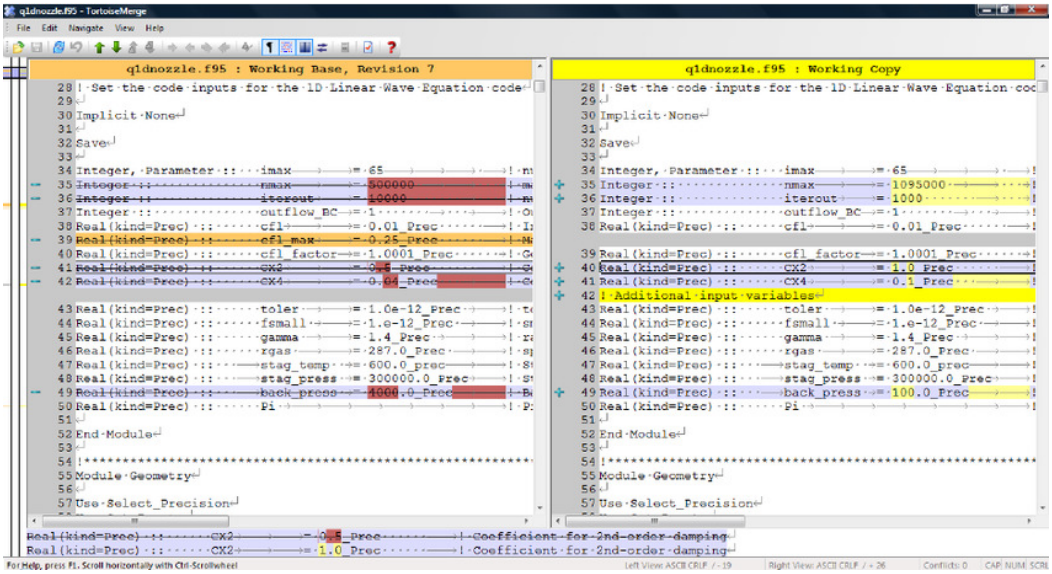
14 *See* https://tortoisesvn.net/screenshots.html

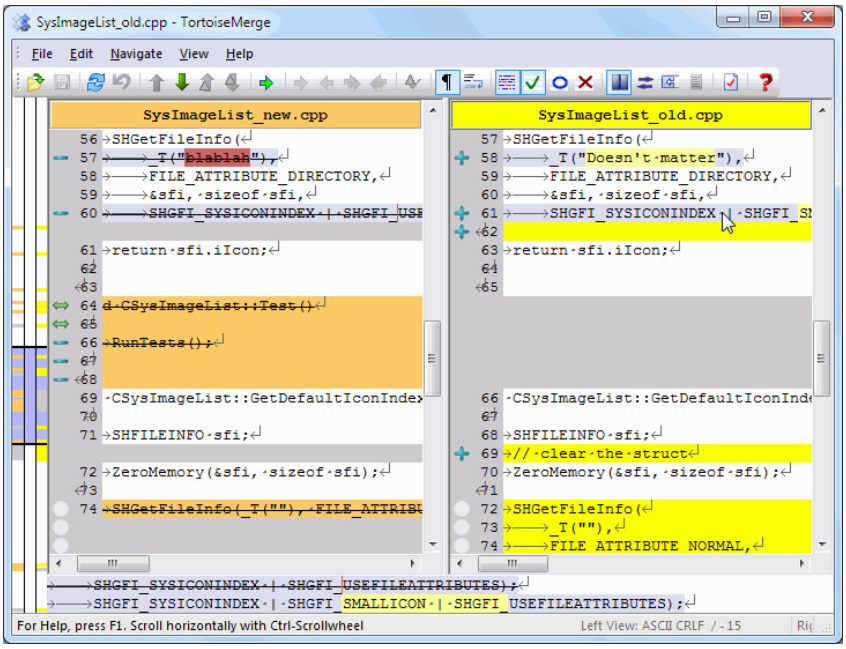
15 *See* https://tortoisesvn.net/docs/release/TortoiseSVN_en/tsvn-preface.html#tsvn-preface-about

reasons. Engineers use it for code corrections, debugging issues, defect analysis, and so forth – just as the USPTO uses historical documents included patents, patent applications, priority dates, etc. and Kim uses it to keep track of all their lawsuits against them and those coming.

EPA also needed it to have their government owned code should have been transitioned by CSRA and then by General Dynamics – afterall, CSRA was paid to perform the transition and the first thing any legitimate *professional* engineer would request is the complete source code repository. Engineers first test their code before checking their code into a repository and the role of the lead engineer is to decide what goes in and what doesn't. For example, a lead engineer made override an engineer's checkin of files based on the lead's skills, experience, knowledge, work history, and education.







The simple Apache Subversion source code control[16] ***log*** command on the Linux development server could also be used to determine the historical dates in a matter of seconds and provide who and when the changes were made:

svn log

---

r3 | sally | 2008-05-15 23:09:28 -0500 (Thu, 15 May 2008) | 1 line

Added include lines and corrected # of cheese slices.

---

r2 | harry | 2008-05-14 18:43:15 -0500 (Wed, 14 May 2008) | 1 line

Added main() methods.

---

r1 | sally | 2008-05-10 19:50:31 -0500 (Sat, 10 May 2008) | 1 line

Initial import

Note that the log messages are printed in *reverse chronological order* by default. If you wish to see a different range of revisions in a particular order or just a single revision, pass the --revision (-r) option:

Table 2.1. Common log requests

16 *See* http://svnbook.red-bean.com/en/1.7/svn.tour.history.html

Command	Description
svn log -r 5:19	Display logs for revisions 5 through 19 in chronological order
svn log -r 19:5	Display logs for revisions 5 through 19 in reverse chronological order
svn log -r 8	Display logs for revision 8 only

You can also examine the log history of a single file or directory. For example:

$ svn log foo.c

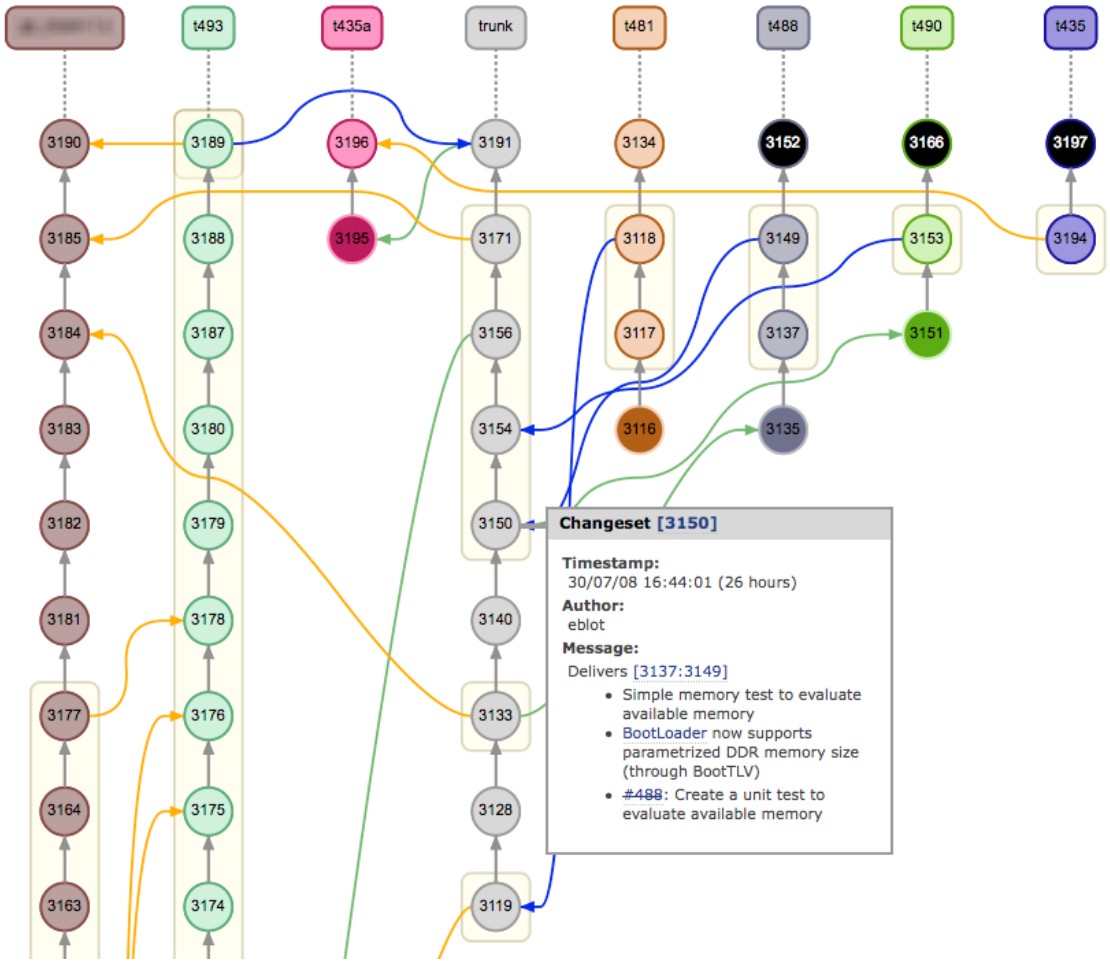
…

$ svn log http://foo.com/svn/trunk/code/foo.c

…

These will display log messages *only* for those revisions in which the working file (or URL) changed.

One minor feature addition could involve at least one file to hundreds of files and files contain code with certain configurations, data structures, algorithms, functions, and methods which implement each of the features of a suite of applications. A source code repository correlates each checkin of files with its authors, the time, and further requires a comment added in the checkin which states its purpose – it contains additional metadata and without the repository all of that is lost. For example, in the above material, Sally first imported the file, then Harry added main() methods and then Sally added include lines and corrected number of cheese slices. The following figures shows a fairly simple version tree and version tree diagram:



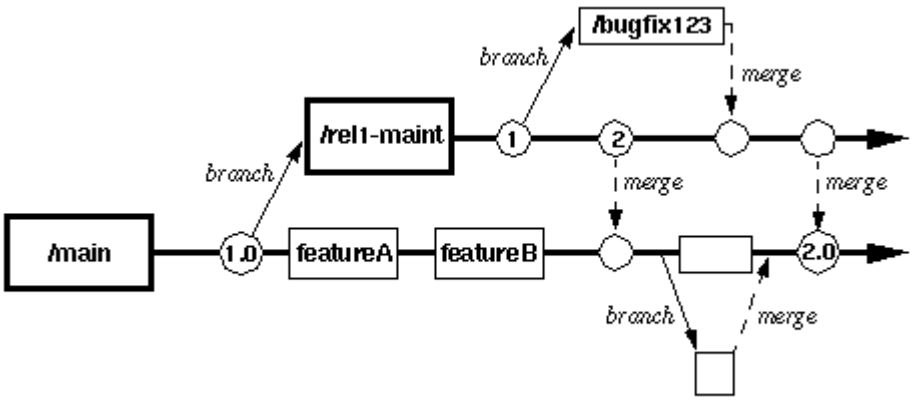


Figure 5: A sample version tree diagram for a project or system

SOURCE CODE REPOSITORY VERSION TREE DIAGRAM

Destroying the source code repository would be similar to destroying the history of patents and patent applications within the USPTO and all the historical case documents of the Department of Labor, including all the rulings of the ARB, all the historical lawsuit case files of Kim and Sharma against CSC, Apex, CSRA, even General Dynamics, and so forth.

As one can easily observe, it would be absurd to do so, and considered by most destruction of Federal government property in refusing to do so. General Dynamics could certainly escalate it themselves to their counsel – perhaps even Kim herself. That would have best served the country more and Leckner and his fiancé – afterall this particular proceeding and not others is about the damages and mandatory remedies that General Dynamics will be subjected to in the Secretary of Labor's official finding.

Here is one of the *many* email exchanges between Thomas and Leckner (as also included in Leckner's initial response) and only a subset as there are also *many* email messages which Leckner bcc'd Thomas on for whistleblowing purposes:

From: Thomas, Rob
Sent: Friday, April 13

…

That's the Government's code. We are owed that code.

…

This has to be noted on their lack luster approach to support EMP.

…

Thanks.

Rob

From: Thomas, Rob
Sent: Friday, April 13, 2018 6:21 PM
To: Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hey Christian.

I read the email thread, it's unacceptable of the responses you and Ed received. People are in these Federal Contract positions and you have to see responses like you're in high school. There should be set procedures and communication templates with a hard line stance on usage. They make difficult for themselves. This is something I need to speak to Ed about and then go up their chain of command. This makes EPA looks more than bad…they're burning federal resources and what is the result. Thanks.

Rob

From: Thomas, Rob
Sent: Friday, April 13, 2018 6:14 PM
To: Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hi Christian.

Awesome! After 2 or 3 times with a hour or so gap in between them…you level up to the chain of command that you speak of via Ed. I want those names gone like yesterday…this is unacceptable.

I picked that up when I spoke to you. I'm the same way…there are milestones, protocols, and procedures to almost everything. This NCC group has broken them and it showed on the survey I completed. I'm pushing for SLA on inside technical support. Thanks.

From: Leckner, Erik
Sent: Friday, April 13, 2018 6:02 PM
To: Thomas, Rob <Thomas.Rob@epa.gov>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hi Rob,

I shall do ASAP (next email out now). I mentioned this several times to them in emails. As you can see names are still there. …

Christian Leckner

Principal Engineer

ITS-EPA | CSRA

San Diego, CA 92028 | PDT

949-244-6501 | leckner.erik@epa.gov

From: Thomas, Rob
Sent: Friday, April 13, 2018 5:50 PM
To: Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hi Christian.

Make sure you inform Ed of this behavior from NCC. So he can have those names removed. Their contract was cancelled and some of those 5 user name need to removed, yesterday. This violates FISMA NIST 800-53 Rev 4 Security Controls on proper user access. Thanks.

Rob

From: Leckner, Erik
Sent: Friday, April 13, 2018 5:40 PM
To: Thomas, Rob <Thomas.Rob@epa.gov>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hi Rob

One other thing to note – if you look at the bottom right of the **BEFORE** image inserted here, you will see that prior to the change, I ran a group info linux command and saw that salient development team was still on the group (but new dev wasn't). That was one of the issues. So if you recall, you, I, and Ed all requested to the NCC that we needed access. Initially it was sudo jdaemon priv, then it was an alternative user, and also group access.

Christian Leckner

Principal Engineer

ITS-EPA | CSRA

San Diego, CA 92028 | PDT

949-244-6501 | leckner.erik@epa.gov

From: Leckner, Erik
Sent: Friday, April 13, 2018 5:06 PM
To: Thomas, Rob <Thomas.Rob@epa.gov>
Subject: RE: Group emp on staging access for eleckner, Rakhi
Importance: High

Hello Rob,

Glad you kept Ed in the loop. I believe they don't want you and Ed to find out what Salient-CRGT were doing. Understand we are billed by NCC, the extra stuff S-CRGT created the extra stuff OEM paid for, that's unnecessary to do.

I am not sure why they would not want us to know – after all, we are picking up where they had left off. Meanwhile progress from NCC/Paula/LeAnn is being made, just not yet finalized. Permissions were reset to read except for keys and dev was added to group emp on staging.

…

I concur with you and Ed that you all should have the same rights if not more as the previous contractor i.e. "they were the ones to decide/develop/create the files/apache deployments/httpd/modsecurity in the first place".

I did analysis on what groups the dev teams were part of, etc. – even though I know already what groups, permissions which we need to have regardless (which match for some things on staging from previous dev team at Salient – their lanids were still part of the emp group, for example). Those permissions were requested early on in Feb, March, etc and finally we just had to get it once we got the new dev server. Recently, upon a discussion with Ed/Ali and LeAnn based on my request once again, NCC/Paula/Dan finally added me to the emp group on staging and she changed the permissions so we have read access now by my request.

Lastly, Dan's comment "thinking we want things set up in EMP staging similar to how it was when Salient was the developer" Is NOT what we will do. I think Ed and you understand that…after we get all we need from NCC will re-platform the Dev, Staging, & Production environments. Thanks.

Yes, you are correct – that is NOT what we will do (on empdev it should be prod so then I build and deploy on empdev we can compare to prod, regardless of where they were on staging). Later focus on what's on staging although sma by default will be compared with staging since it never made it over to prod.

What Salient provided us was one local dev code base (local sandbox from a developer's laptop) without the master repository. A repository has all the branches, tags, and the main trunk. Each brank/tagged release is what one deploys off of (or they deploy off whatever's current on the trunk). So Salient should have provided us with their repository.

According to Cindy, Salient had an internal meeting after being cut out for future dev, where the Salient dev team/mgt team had wondered when EPA/CSRA would request the repository. No one inquired about it from CSRA/EPA, and so they didn't go the extra step in providing it. Also, Cindy said that they would keep the repo around for 6 months.

…

I requested this early on in Feb in all team meetings (Tues, Wed, and Thurs mtgs) and in email. We're still within the 6 months, so I think if you escalate this over to them, we could potentially get it.

I requested the repository once I had access to what they had provided in Feb – and I was told in our meetings/emails that Salient might not be giving us the repository upon request. I requested the repository several times on different occasions.

So once we have our empdev finished from NCC/Paula/LeAnn, then I could run what I build locally/deploy onto empdev and test - as it requires integration with IAM that can only be done on a server or we would need static ip addresses for laptops for Oracle's IAM services (server, proxy, webgate).

So the code provided could be one of the following (outside of empadmin and fr which match after being built locally and compared with already compiled code on staging):

a. the code provided was staging's most recent deployment;
b. the code provided was was production's most recent deployment;

c. the code was neither (a) or (b) in its entirety and had additional features/code that was developed after the most recent deployment to staging and prod;
d. a combination of (a) and (b);
e. a combination of (a), (b) and (c);
f. a combination of (a) and (c); or
g. a combination of (b) and (c)

Best,

Christian Leckner

Principal Engineer

ITS-EPA | CSRA

San Diego, CA 92028 | PDT

949-244-6501 | leckner.erik@epa.gov

From: Thomas, Rob
Sent: Friday, April 13, 2018 4:20 PM
To: Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hi Christian.

Glad you kept Ed in the loop

Understand we are billed by NCC.

…

I concur with you and Ed that you all should have the same rights if not more as the previous contractor i.e. "they were the ones to decide/develop/create the files/apache deployments/httpd/modsecurity in the first place".

Lastly, Dan's comment "thinking we want things set up in EMP staging similar to how it was when Salient was the developer" Is NOT what we will do. I think Ed and you understand that…after we get all we need from NCC will re-platform the Dev, Staging, & Production environments. Thanks.

Rob

From: Leckner, Erik
Sent: Thursday, April 5, 2018 5:17 PM
To: Thomas, Rob <Thomas.Rob@epa.gov>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Absolutely. This has gone off board. I had to circle with Ed at least a dozen times to get Paula to do anything for us.

Recall the logs.

The other day, Paula thought you didn't know what tomcat instances were and I had to correct her.

The jdaemon thing the past.

Paula has a habit of circumventing the issues altogether and reposing questions to others. I can't even fathom who would want to look at Java logs than Java developers.

Now IAM will be finishing soon with dev IAM, then Paula's team will at the very least be involved with the first install to match precisely what's on stage/prod. Some of the files/directories are hidden, so I have been working on getting that in the past several days.

…

Christian Leckner

Principal Engineer

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949-244-6501 | leckner.erik@epa.gov

From: Thomas, Rob
Sent: Thursday, April 5, 2018 5:10 PM
To: Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Keep me posted for any actions I need to approve of. I agree we need to have the same rights, access, permissions at the previous contractor. Even as they developed offsite. LOL.

Rob

From: Leckner, Erik
Sent: Thursday, April 5, 2018 5:04 PM
To: Thomas, Rob <Thomas.Rob@epa.gov>
Subject: FW: Group emp on staging access for eleckner, Rakhi

Hi Rob

I put you on bcc for this thread, since it has been very difficult getting Dan/Paula to properly grant us staging access to see the files there. We're working on it steadfast here, just wanted to keep you in the loop (in bcc).

Christian Leckner

Principal Engineer

ITS-EPA | CSRA

San Diego, CA 92028 | PDT

949-244-6501 | leckner.erik@epa.gov

In EPA's email to Leckner after Leckner *whistleblew* this Thomas after unsuccessful getting Childers or Campbell or anyone else at CSRA and General Dynamics to do this:

From: Thomas, Rob
Sent: Friday, April 13, 2018 5:50 PM
To: Leckner, Erik <Leckner.Erik@usepa.onmicrosoft.com>
Subject: RE: Group emp on staging access for eleckner, Rakhi

Hi Christian.

> Make sure you inform Ed of this behavior from NCC. So he can have those names removed. Their contract was cancelled and some of those 5 user name (sic) need to removed, yesterday. This violates FISMA NIST 800-53 Rev 4 Security Controls on proper user access. Thanks.
>
> Rob

Leckner had approval from Thomas but Leckner already knew this as Leckner is an experienced expert-level engineer:

> "Keep me posted for any actions I need to approve of. I agree we need to have the same rights, access, permissions at the previous contractor. Even as they developed offsite. LOL."

Note that "LOL" was added by Thomas to emphasize the absurdity of withholding said accesses. Page also had stated that Leckner had said accesses early in the project. Additionally, currently and not previously presented, Leckner had been given access as a top user in the United States for all authorizations of every system related to EMP by both the EPA and entered into the User Identity and Access Manager by CSRA IT security itself. So Leckner had all the access to operate as the highest user in the United States. There were specific authorization forms that Leckner had been signed off on and authorized by the EPA (Thomas) and CSRA IT security itself in the first weeks and Page and Campbell knew that Leckner had the highest user authorizations of any user in the EPA today even – full control. This implies that Leckner could:

- Operate any operation in production and staging even with real actual live production and staging data;
- View, modify, edit, delete any portion of production or staging data.

So there was no <u>data</u> that Leckner could not view nor modify nor add in the entire system at production live user data level. However, that provided Leckner with just user access to everything in the system as if he was the most powerful user in the production, staging system and development systems. Leckner, obviously needed engineering and development access into the system for the software that Leckner as Lead Engineer would be leading, running, stopping, modifying the code to, removing any code to, creating new code for, and so forth. The access that was provided has nothing to do with the access for software development purposes – that access referred to above is access as a user, and not as an engineer and Leckner had the highest granted authorizations already and could do anything to EPA's emergency management systems as he so chose as the lead Engineer.

Of course, Leckner used it as his means to investigate the integrity of the system and for defect analysis that Thomas had already assigned Leckner to as that after all was and is the purpose of the EMP contract award. The NCC and Campbell did not grant such authorizations for user non development and non operational purposes. It was IT security which did.

So, NCC, Kim, Campbell, and Page can never argue that Leckner had not the highest powers there was at the EPA already as a regular user. So there was no database, no data, no server, that Leckner could not access from a user standpoint. Leckner already was granted and configured for it by EPA IT Security and Thomas and everyone up his chain of command. But for development, Childers, Spralding, Page (even though she sent a mindless email out stating otherwise

from thebeginning which contradicts her statements in these proceedings), and Campbell refused, denied, objected, irrationally obstructed such said accesses.

As presented in previous documents, these keys, databases, servers, and user credentials were required for developmental purposes and development-operational purposes and without them Leckner (nor any other engineer) could code, test, and validate either. This is what Childers and others intentionally and deliberately denied so that Leckner could not do the work which stalled the project as a direct and deliberate result from the damaging activities of Childers and Spralding and any others within the NCC and Campbell. This not only impacted the EPA financially where GDIT-CSRA still billed the EPA for their own deliberate obstructions and delays, but also caused great hardship for Leckner from doing his job.

What could have been achieved in one day, took four months to achieve, in part, since Leckner was then retaliated against in a second termination even. In most organizations, this is all done in hours and not months and certainly not seasons. NCC refused to provide access and in two circumstances Thomas had to work with an EPA-designated IT admin that Thomas recommended and the three together professionally performed such said access grants. This was because NCC Childers, Campbell, NCC Spralding, and Page (since she was the Development Manager and played a role) all rejected such said accesses.

They caused financial damages to the EPA (perhaps in the millions for those six months or longer if we are to include the transition period) and caused delays that even Thomas was hearing from all of his managers and stakeholders. Kim clearly defamed Leckner, not just allegedly, but absolutely, not just subjectively and reasonably objectively believed, Leckner knew, and certainly there has been a lack of clear and convincing evidence otherwise which should alert and alarm the readers, as confirmed by Thomas's own words.

This forum need not only be the forum to award Leckner of all damages as will be provided in the DAMAGES and REMEDIES section of this document.

Not only did it impact the EPA and all of its stakeholders, but Leckner both personally and professionally with Sharma even mimicking what Kim had falsely stated in her indefensible statements when Leckner even asked for what Sharma already had admitted to on what he thought he owed Leckner.

Sharma should have known better than to defame someone when he had not the facts. He did this to further defame Leckner so that Apex could get away with it. They are both guilty of defamation, however and given that this impacted even Leckner's health (both medical and dental), there will be a proper place and time in court for punitive damages even for defamation - as impacting Leckner's ability to earn income which relies on said security and background clearances in said information technology, computer and engineering disciplines, impact his health, and impact his dental is excusable.

C. PACE

This would have taken Childers one to three minutes to remove[17] all of those five usernames which Thomas had further requested that Leckner report back to Campbell on the eve of April

17 *See* http://manpages.ubuntu.com/manpages/bionic/man8/deluser.8.html

13, 2018, and approximately no more than twenty seconds to one minute to add[18] Leckner and Nair to the EMP development group by issuing the following two commands at the machine command prompt with proper root permissions which Childers had on January 30, 2018:

```
deluser [options] user group
```

deluser <name> <empgroup>

example: deluser xname empgroup

```
adduser [options] user group
```

adduser <name> <empgroup>

example: adduser Leckner empgroup

In the Linux operating system, one can use keys to quickly put the last command as the new command and the administrator simply would easily and quickly edit the <name> portion as presented above. Leckner could have accomplished the entire set of tasks in under one minute but did not have the root permissions on staging to do so and yet Childers did. Certainly not seasons.

As of May 28, 2018, the names were still not removed although Leckner requested that those names be removed numerous times over a period of months and Leckner and Nair were already approved for months to be added to the group from the start of the EPA OEM EMP - CSRA project. This amounts to *serious cybersecurity violations* before even higher security vulnerabilities were discovered and then reported to the EPA and Campbell the night before Leckner was terminated the following morning for a second time.

Certainly, it took longer to draft and proofread in this response the documentation for ***deluser*** here and its surrounding context and Internet references than it would take one to perform the operation of the commands - Childers did not ***ever*** run this command although she had the Linux operation system permission to do so while Leckner had worked on behalf of the EPA. Campbell was told this.

Childers, Campbell, Page, and Spralding deliberately failed to even perform their ethical and legal responsibilities :

> "Make sure you inform Ed of this behavior from NCC. So he can have those names removed. Their contract was cancelled and some of those 5 user name need to removed, yesterday. This violates FISMA NIST 800-53 Rev 4 Security Controls on proper user access. Thanks."

Operating system code developers create operations for users of operating systems that are intentionally quick to perform. Leckner further had to report to the EPA that the usernames were not removed from the EMP group after his first termination as it had not yet been performed by

[18] *See* http://manpages.ubuntu.com/manpages/xenial/man8/adduser.8.html

Childers even though Campbell was specifically instructed to do so by Leckner upon Thomas's request to have it done which Leckner had first reported (i.e., *whistleblew*) to Thomas.

The EPA specifically requested that Leckner notify Campbell on April 13, 2018 and April 17, 2018 (as well as at later other times even after April 17, 2018) of what he and Leckner had discussed as a result of Leckner's reportings, and for Leckner to regularly continue to document for official records and report fraud, abuse, waste of federal resources, and to keep them posted of any approvals directly to him.

Thomas further requested that Leckner document everything to protect himself from the future "*crossfires*"[19] of GDIT-CSRA staff. This had surprised Leckner that Thomas was concerned about his well-being and his job security and any other damages that could be caused as a result of Campbell's, Page's and other NCC staff and General Dynamics itself as an organization. Leckner took notice of these comments but felt that he would nonetheless continue to report ongoing, past, and new fraud, abuse, waste, and other prohibited, illegal, and questionable activities against the EPA for ethical reasons alone, regardless of Reed and Campbells' (and perhaps even Page's) illegal request. Illegal absolutely and the DOJ or the U.S. DOL should, if not already, discover who helped Apex's Reed write that letter to Leckner. Leckner insists and will stop at nothing to find out. If they thought this case was about rewards and remedies and damages and U. S. DOL findings, no, this is also about ruining Leckner's name and his family name as Leckner family owns car dealerships even. And practically killing Leckner as will be discussed in DAMAGES.

Note that Leckner had constantly updated Thomas as early as January 2018, and Campbell began to notice observe Leckner in meetings which Campbell tried to silence Leckner until Thomas finally put a stop to it and ordered Campbell to allow Leckner to speak in Thomas's led meetings - but Leckner suspected and still suspects that Campbell was aware of certain things being discussed directly to the EPA by Leckner without Campbell being present. Leckner suspected that Campbell had caught onto his whistleblowing until Campbell started demanding of Leckner to state it numerous times for different things being reported after Campbell failed to act.

In fact, Campbell was so ***infuriated*** with it that he harshy retaliated against Leckner starting with demotion, termination, to ongoing harassment, forcing discharge and Leckner expressed to Thomas and Reed (and others) about such harsh retaliatory adverse actions, terminated Leckner twice, outing Leckner in engineering meetings, cancelling HR related meetings with Nair and her age discrimination against Leckner as well as her lack of performance, her performance, her disappearing, her lack of knowledge, her constant interruptions, her exclamations in emails, and so forth. Leckner discussed portions of the above in emails and phone calls with both Page and Campbell. And of course the second termination that Leckner was even so fed up with all the retaliation, Leckner felt a sense of *relief* on his notice from Apex. Little did Leckner know that Apex and CSRA would later even try to defame his reputation.

Leckner had to immediately report this to the EPA and Campbell being notified that he did which set Campbell off on his non-stop continual retaliatory rage on Leckner roles and Leckner's health. Nair also erroeneously reported things to the EPA and Campbell that no other things were needed earlier on in the project. This was not true and Leckner contacted Campbell directly via phone and email concerning this matter before it went back out to Salient on said recorded call.

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[19] Thomas specifically used this word with Leckner on April 17, 2018. Apex was alerted to this in emails.

Nair also made recommendations based solely on what she knew, her own experiences versus what was best for the EPA on other technical topics and that occurred numerous times. Leckner had a conversation earlier on in the project to say hello to Nair and build a team which performed as a team and not a cherry picking random ad-hoc whatever goes circus.

This is why this case certainly belongs in OSHA and all aspects should as well, including the denial of overtime, and unaddressed age discrimination even - since it wasn't just fraud on their part to deny Leckner, but also retaliation to request Leckner to work overtime and then now further retaliation to deny his pay for that overtime. Note that General Dynamics was sued for overtime at class action and Apex for other workers in other workplaces across the nation and may have also in the past and at present. Leckner quickly perfomed a search on Google and discovered what appeared to be complaints/lawsuits currently in court(s) of law. Leckner also has filed an overtime complaint as well with the FSLA and an age discrimination complaint with the DOL.

M. Events Following the Submission of Various Complaints to the Federal Government

Campbell was informed in no uncertain terms and with a preponderance of evidence previous and currently provided to both General Dynamics and Apex that he had communicated directly with the Federal government (EPA), and the EPA had specifically requested that Leckner directly let Ed know of this protected activity, along with certain actions items that Campbell and Generaly Dynamics staff must take including:

- "Make sure you inform Ed of this behavior from NCC. So he can have those names removed. I want those names gone like yesterday…this is unacceptable";
- "This (CSRA) NCC group has broken them and it showed on the survey I completed. I'm pushing for SLA on inside technical support";
- "I read the email thread, it's unacceptable of the responses you and Ed received. People are in these Federal Contract positions and you have to see responses like you're in high school. There should be set procedures and communication templates with a hard line stance on usage. They make difficult for themselves";
- "This violates FISMA NIST 800-53 Rev 4 Security Controls on proper user access";
- "Understand we are billed by NCC", "This makes EPA looks more than bad…they're burning federal resources and what is the result".

N. EPA OIG, SEC, DOJ, FBI, and OSHA Complaint

Leckner filed a complaint with EPA OIG and OSHA. Leckner responded to Mr. William Peterson, CSRA, and Apex Systems the week of November 2018, and subsequently supplemented his complaint with additional information.

In the original USDOL OSHA complaint, Leckner stated he was retaliated against, and his employment was twice terminated because he filed numerous complaints regarding Campbell

and CSRA staff's unethical and fraudulent activities relating to CSRA's EPA EMP contract award.

Leckner also provided factual evidence which demonstrated that:

(1) Mr. Leckner engaged in protected activity: Leckner discussed with EPA's Rob Thomas and others in writing, in private calls, and in meeting conference calls; Leckner had also engaged in activity as requested by the Federal Government by being asked to document everything from thereonin and to regularly update the federal government;

(2) GDIT-CSRA and Apex Systems both knew of Leckner's protected activity: Thomas specifically requested that Leckner notify Campbell in email as demonstrated by evidence in this response and Leckner's previously presented response and twelve addendums – Leckner let Campbell know this; Reed, Alexa, and certain other Apex staff, including HR, Accounting, and Apex and GDIT-CSRA staff were made aware of Leckner's protected activity both in emails and in phone calls; Leckner specifically told Campbell that he had let EPA know of fraud, abuse, waste, and other illegal, prohibited and questionable activities of GDIT-CSRA and Apex staff; and Campbell demanded at times how EPA learned of the activities for which Leckner replied to

(3) Mr. Leckner suffered numerous personnel adverse retaliatory actions against him, as a direct result of engaging in protecting activity that GDIT-CSRA and Apex were aware of including: being terminated twice, humiliated, demoted, denied worked overtime hours, etc.

(4) Circumstances existed to not only suggest but actually prove that this protected activity was a contributing factor in the adverse personnel actions: for example, Leckner was told explicitly not to speak to the EPA on Leckner's findings after his immediate first termination via email from Dominique Reed, that was conveyed to her by Campbell because Reed let Leckner know this and no other reasons were provided – she spefically stated that Campbell did not want Leckner to report fraud, etc. to the EPA; the timing of retaliations had correlated precisely to Leckner stating that he had been whistleblowing to and /informing the EPA – not even hours went by even on the first major retaliation, and other circumstances.

SOX SECTION 806 RETALIATION BY SAME CONTRACTOR

The Hanford nuclear facility contractor Computer Sciences Corp which is now General Dynamics via merger and acquisition was ordered by USDOL OSHA[20] to pay 2 laid-off workers in wages, damages for retaliation. The employees reported a defective electronic medical records system that had problems tracking medical restrictions. Consequently, workers medically restricted from certain jobs or areas with beryllium could be exposed. Beryllium, a metal once used at the facility, is known to cause lung damage.

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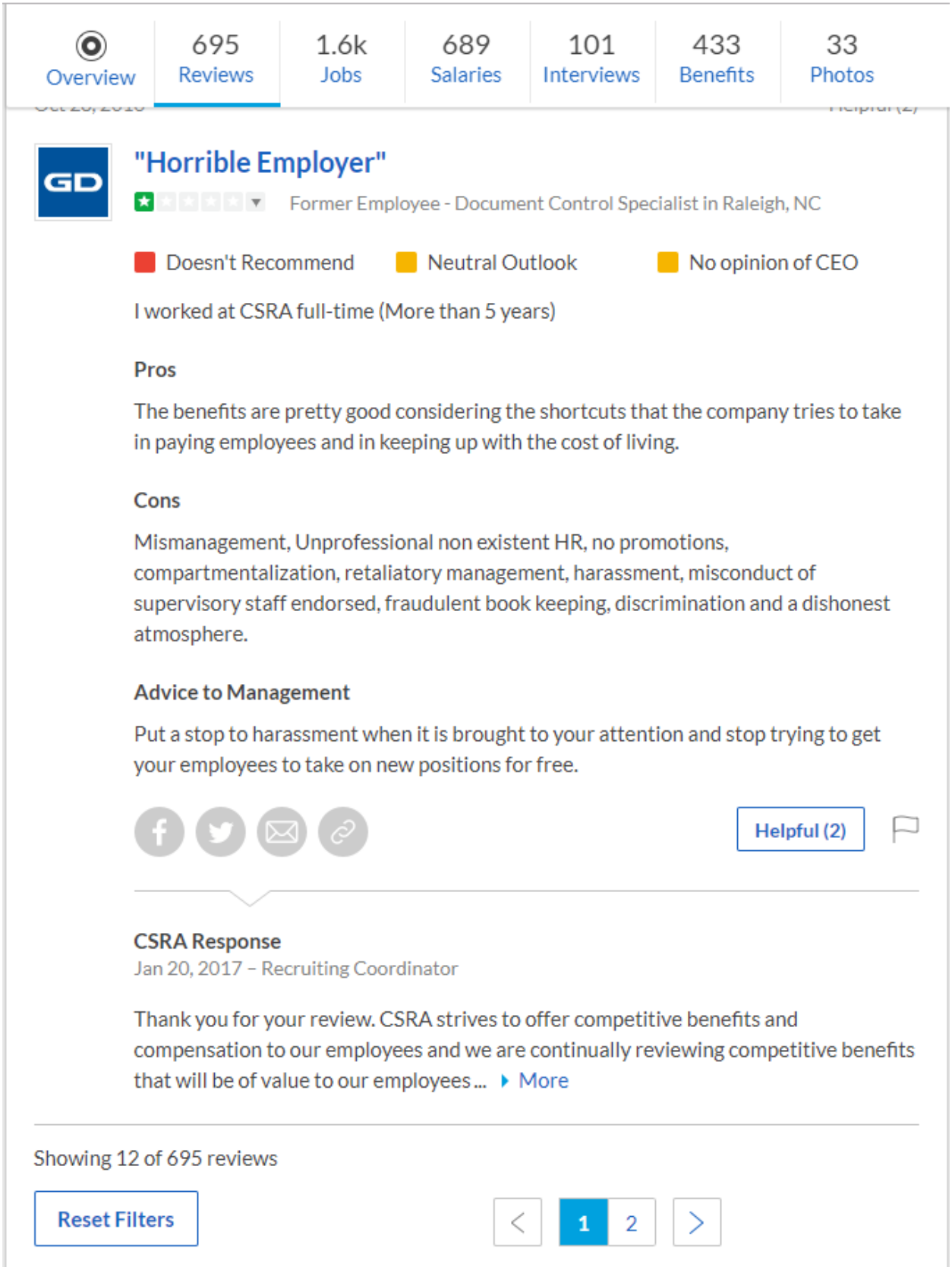
20 *See* https://www.osha.gov/news/newsreleases/region10/12112014

"Those working around or for a nuclear facility must raise safety concerns freely without fear of retaliation from their bosses," said Ken Atha, acting OSHA regional administrator. "We will continue to protect the rights of whistleblowers, who raise concerns about violations that can sicken, injure or kill workers, harm the public or damage the environment."

Leckner would like for OSHA to note that “those working for a federal regulatory agency that handles emergency management systems for the United States must be able to raise concerns freely without of retaliation from their bosses - like Campbell and Page” and, should continue to protect the rights of whistleblowers, who raise concerns about violations that damage the an agency’s financial resources, intentionally destroy government software code, and inflict any other damages to government organizations. General Dynamics-CSRA-CSC has managed to commit fraud, abuse, waste, and other related prohibited, illegal, and questionable activities over the years and this would ensure that workers needn’t be put into harms way again in the work-place by General Dynamics. For if they had not been Leckner would have his teeth, not suffered in all the ways presented, and Leckner would happily have been serving his country as the Lead Engineer on behalf of the EPA.

It is obvious that General Dynamics-CSRA-CSC has a habit of retaliation over the years even at the same location in the United States, as shown below:



OTHER RETALIATION AT RTP, NORTH CAROLINA